

1 address confidentiality concerns, but the Defendants' prolonged failure to respond and/or produce
2 documents is without justification.

3 This motion is based on this pleadings and records on file herein, the memorandum of
4 points and authorities set forth below, the declarations and exhibits filed concurrently herewith, the
5 Certification of Annie S. Wang, Esq. submitted concurrently herewith, further additional material
6 as may be presented at or before the hearing, and any oral argument presented to this Court.

7 **INTRODUCTION**

8 Plaintiff Adobe Systems Incorporated ("Adobe" or "Plaintiff") alleges and prosecutes a
9 straight forward case of copyright and trademark infringement. Defendants Joshua Christenson
10 and Software Surplus, Inc. (collectively "Defendants") were volume sellers of unauthorized copies
11 of Adobe products over several years through their website www.softwaresurplus.com, including
12 but not limited to such popular titles as Acrobat. Adobe is entitled to an accounting and actual
13 damages pursuant to 17 U.S.C. § 504 and 15 U.S.C. § 1117, including Defendants' unjust profits,
14 upon a finding of liability. Through boilerplate objections and obstructionist tactics, Defendants
15 refuse to provide any documents or any answers, including on the most basic and central issues
16 including their unlawful profits from their infringing sales. Defendants' unjustified delays and bad
17 faith responses require Court intervention as it appears they will respond to nothing less.

18 Plaintiff first propounded written discovery requests on Defendants on or about August 24,
19 2010. Declaration of Annie S. Wang ("Wang Decl.") at ¶ 2. Even though Defendants requested
20 and Adobe agreed to an extension of time to respond to the discovery, on or about October 12,
21 2010, Defendants served hardly any responses, but simply the same, boilerplate and inapplicable
22 objections to nearly each and every request and interrogatory. Id. at ¶ 3. The Disputed Discovery,
23 attached as Exhibits A-C, include the same inapplicable "boilerplate" objections instead of answers
24 to each and every interrogatory, request for admission and request for production of documents. Id.
25 at ¶ 12. Plaintiff contacted Defendants' shortly thereafter for a meet and confer. Id. at ¶¶ 4-6.
26 The Parties were finally able to hold their first meet and confer telephonically on or about
27 November 3, 2010, and discussed at length the discovery disputes agreeing to a number of
28 stipulations to avoid motion practice and agreeing to respond and to produce documents that were

not objectionable, including corporate filing records. Id. at ¶ 7. Defendants agreed to make production and supplemental responses on or before November 16, 2010, if possible, but in no event later than November 30, 2010. Id. at ¶ 7. A confirming letter was sent on November 4, 2010, outlining the Parties' extensive conference. Id. at ¶ 8. The Parties met and conferred again by telephone on November 5, 2010, at no time did Defendants state there was any misunderstanding concerning the Parties' agreement as to the discovery. Id. at ¶ 9. Plaintiff followed up with Defendants on not less than four occasions thereafter by email, at least, but no supplemental responses or documents have been received despite Adobe's good faith efforts to try to resolve this discovery dispute. Id. at ¶¶ 10-11.

Pursuant to Local Rule 26-7, each disputed interrogatory and request with responses and supplemental responses is set forth in full in Exhibits A (Disputed Interrogatories), B (Disputed Requests for Production of Documents) and C (Disputed Requests for Admissions) attached hereto.

ARGUMENT

I. Plaintiff's Discovery Seeks Relevant and Appropriate Information In This Copyright and Trademark Infringement Action.

Parties have the right to discover "any matter, not privileged, that is relevant to the claim or defense of any party." Fed. R. Civ. P. 26(b)(1). Relevant information is discoverable if it "appears reasonably calculated to lead to the discovery of admissible evidence. Id. "This information includes information that a party may use to support its denial or rebuttal of the claims or defenses of another party, and should include the identity of any witness or document that the disclosing party may use to support such denials. See Adv. Comm. Notes to 2000 Amendments to Fed. R. Civ. Pro. 26(b)(1)." Fryer v. Brown, 2005 U.S. Dist. LEXIS 20830, *15 (W.D. Wash. July 15, 2005). Adobe's requests are in line with the letter and spirit of the federal rules governing discovery and the requirements of the Copyright Act and Lanham Act.

Adobe requests basic information relevant to its claims but is met with boilerplate, overbroad and inappropriate objections. Adobe's requests are entirely proper as they relate to the (i) identification of third parties that sold, purchased or otherwise supplied, sourced or received the

1 disputed goods, and (ii) total sales, profits, and revenues from Defendants' disputed activity. In
2 addition to a basic accounting, the requested discovery is relevant to the identification of proper
3 parties upon which to serve third party subpoenas and potential witnesses as to both Adobe's
4 claims and Defendants' own Counterclaims and alleged damages. Damages and enhancement of
5 damages, the scope of the activity and potential witnesses are elements of Adobe's case and key to
6 the determination of the relief to which Adobe is entitled on account of Defendants' infringing
7 activities.

8 During the parties' pre-filing conference, the parties expressly agreed that, for purposes of
9 discovery, the relevant time period for production and responses would be three years preceding
10 the filing date of the Complaint to the present as the Complaint did not include specific dates as
11 demanded by Defendants. This stipulation was entirely unnecessary and offered as a means to
12 avoid motion practice as no dates were required in the complaint as an initial matter. "The Lanham
13 Act contains no explicit statute of limitations." Jarrow Formulas, Inc. v. Nutrition Now, Inc., 304
14 F.3d 829, 836 (9th Cir. 2002). And, "[i]n a case of continuing copyright infringements, an action
15 may be brought for all acts that accrued within the three years preceding the filing of the suit."
16 Roley v. New World Pictures, 19 F.3d 479, 481 (9th Cir. 1994); Polar Bear Prods. v. Timex Corp.,
17 384 F.3d 700, 706 (9th Cir. 2004) (described calculation based on filing of complaint as
18 "prevailing view"); 17 U.S.C. § 507 (b). Therefore, the relevant time period established was
19 already at least three years prior to the filing of the complaint.

20 In this intellectual property dispute where the pleadings gave Defendants sufficient notice
21 of Plaintiff's allegations of infringement, even if there were dates in the complaint, "information
22 for years prior or subsequent to the specific period covered by the dispute may still be relevant."
23 Abu-Nassar v. Elders Futures, 1991 U.S. Dist. LEXIS 3794, *60 (S.D.N.Y. March 28, 1991) citing,
24 e.g., King v. E.F. Hutton & Co., 117 F.R.D. 2, 7 (D.D.C. 1987) ("documents which bear a date
25 after the filing of a complaint may relate to events occurring prior to the filing of the complaint
26 bearing on the central issues in this case." Id.); United States v. Torrance, 164 F.R.D. 493, 495
27 (C.D. Cal. 1995) (where ongoing wrongdoing alleged, setting time frame as not including
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1 discovery past the date of the complaint “ would arbitrarily limit plaintiff’s claims and preclude
2 material evidence at trial.” Id.); Chubb Integrated Sys. v. National Bank of Washington, 103
3 F.R.D. 52, 58 (D.D.C. 1985) (discovery period over 10 years reasonable and relevant); Roesberg v.
4 Johns-Manville Corp., 85 F.R.D. 292, 296 (E.D. Pa. 1980) (even discoverable period of 35 years
5 reasonable and relevant); Hillside Amusement Co. v. Warner Bros. Pictures, 7 F.R.D. 260, 261-62
6 (S.D.N.Y. 1944) (relevant time period depends on the nature of the claim and may include period
7 antedating plaintiff’s entry into business). In addition, any “objection” based on a lack of dates in
8 the Complaint was made irrelevant through the parties’ agreement. In addition, time periods were
9 explicitly stated within the discovery requests themselves on many occasions, or, did not require
10 any date at all to respond. See Exhibits A-C. Defendants’ failure to supplement their responses
11 and produce any documents pursuant to the discovery requests was in bad faith.

12
13 During the meet and confer, the Parties discussed and appeared to agree on using the “plain
14 meaning” of words or, to further define specific words that were objected to as vague or
15 ambiguous. See Exhibit I. The Parties also discussed and agreed that Defendants could and would
16 respond to many of the disputed requests and interrogatories subject to objections, Id., but they did
17 not supplement any responses or produce any documents.

18 Finally, some responses to the requests for admission contained a statement such as “[t]he
19 Complaint speaks for itself,” or the “PRESS RELEASE speaks for itself,” Responses to Requests
20 for Admission 197-202, are improper on their face. Fed. R. Civ. P. 36 states that “[i]f a matter is
21 not admitted, the answer must specifically deny it or state in detail why the answering party cannot
22 truthfully admit or deny it.” Defendants’ responses to these Requests for Admission in particular
23 fall short of their obligation under the Federal Rules.

24 These requests and all of the disputed requests are narrowly tailored to obtain basic
25 information about not only the direct infringement claim against Defendants, but information key
26 to Plaintiff’s defenses against Defendants’ Counterclaims.
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1 **1. Accounting and Financial Information**

2 Adobe is entitled to damages but is required to prove them. The Copyright Act states, "in
3 establishing the infringer's profits, the copyright owner is required to present proof only of the
4 infringer's gross revenues, and the infringer is required to prove his or her deductible expenses"
5 17 USC § 504(b). Accordingly, "all gross revenue is presumed to be profit 'attributable to the
6 infringement,' unless the infringer is able to demonstrate otherwise." 4-14 Nimmer on Copyright §
7 14.03 citing Nelson-Salabes, Inc. v. Morningside Dev., LLC, 284 F.3d 505, 512 n.9 (4th Cir.
8 2002). The same evidence is also a factor in assessing statutory damages under 17 USC § 504(c).
9 Adobe is entitled to the requested information from the Defendants to assess its damages.

10 The evidence is relevant to the issue of Defendants' profits pursuant to the Lanham Act as
11 well, as the plaintiff must prove defendant's total sales of goods bearing the infringing or likely-to-
12 dilute mark, and then the defendant must "prove all elements of cost or deduction claimed." 15
13 U.S.C. § 1117(a). The plaintiff must prove its damages with reasonable certainty. Lindy Pen Co.
14 v. Bic Pen Corp., 982 F.2d 1400, 1407 (9th Cir. 1993). Among the factors which may be
15 considered in determining an appropriate award of statutory damages are the actual damages
16 suffered. Microsoft Corp. v. Nop, 549 F. Supp. 2d 1235, 1237-38 (E.D. Cal. 2008) (statutory
17 damages for trademark infringement within discretion of court and case law on statutory damages
18 for copyright often borrowed for guidance); see also Tiffany (NJ) Inc. v. Luban, 282 F. Supp. 2d
19 123, 125 (S.D.N.Y. 2003) (listing several factors, including "expenses saved and the profits
20 reaped").

21 Not only is account information absolutely essential to quantify damages, it is also
22 important to establish the true relationship between the Defendants and their respective liability.

23 Payment processors and bank statements are also an efficient and consolidated source of
24 information that will be used to assess the damages and also impeach the Defendants' claims.
25 Plaintiff's interrogatories were phrased to glean the amounts gained by Defendants from the sale of
26 the disputed products, in addition to what those products were and where they came from.
27 Furthermore, if Defendants refuse to turn over financial information in the course of discovery,
28

1 particularly when Plaintiff has already agreed to a protective order, they should not be allowed any
2 deductions for any claimed costs.

3 Defendants must produce the documents and contend with prove up of costs and
4 apportionment if they attempt to reduce Adobe's profit calculation. Harper & Row, Publ'rs, Inc.,
5 v. Nation Enters., 471 U.S. 539, 567 (1985). Adobe has a right to calculate its damages in line with
6 the purpose and policy of the copyright and trademark laws. F.W. Woolworth Co. v.
7 Contemporary Arts, Inc., 344 U.S. 228, 233 (1952). Defendants' objections are without merit and
8 their stated issues with a need for dates in the Complaint do not alter the propriety of Adobe's
9 request for information relating to Defendants' business dealings with Adobe software, even
10 qualified by an agreed upon three year limitation, or their obligation to produce these relevant and
11 discoverable records.

12 Plaintiff is prepared to incur the expense of subpoenaing the information directly from
13 Defendants' financial institutions and payment processors but Defendants have even attempted to
14 prevent production of these traditionally discoverable records through their Motion to Quash. See
15 Docket No. 61. Defendants have wrongfully refused or otherwise stated their intention to prevent
16 Adobe from obtaining basic information.

17 **2. Suppliers and Customers**

18 Adobe is also entitled to know where the products came from, what happened to the
19 unauthorized product that Defendants injected into the marketplace, where the unauthorized
20 product was shipped and released, and what representations were made concerning that product as
21 relates to licenses and terms of use. Subtle distinctions concerning where the products were
22 manufactured and what versions or titles are at issue are key to this dispute.

23 Defendants' suppliers will likely provide additional evidence on Defendants' knowledge of
24 the unlawful nature of their business. The volumes Defendants purchased will also help paint a
25 more accurate picture of the extent of Defendants' sales.

26 Defendants' customers will provide information on what products were actually purchased
27 from Defendants, to test Defendants' statements, may evidence Defendants' knowledge or
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1 willfulness, and may increase Adobe's damages based upon what they did with the copies provided
2 to them by the Defendants. Adobe is acutely sensitive to curtailing the tidal wave of unauthorized
3 products that Defendants have intentionally initiated through their proliferation of unauthorized
4 copies prohibited by controlling case law. However, Defendants have refused to provide their
5 customer information.

6 Defendants clearly have the information, they just refuse to produce it without explanation.
7 "The authorities are clear that in most cases the question is not whether customer lists will be
8 produced, but under what circumstances." Autotech Techs. L.P. v. Automationdirect.com, Inc.,
9 235 F.R.D. 435, 445-46 (N.D. Ill. 2006) citing Asch/Grossbardt, 2003 U.S. Dist. LEXIS 2837,
10 2003 WL 660833 at *2 (S.D.N.Y. February 28, 2003); see also Liberty Folder v. Curtiss Anthony
11 Corp., 90 F.R.D. 80, 82 (D. Ohio 1981); Battle Creek Equipment v. Roberts Mfg. Co., 90 F.R.D.
12 85, 86 (D. Mich. 1981). "One of the most commonly used safeguards is disclosure only to
13 attorneys" with modifications as appropriate. Autotech Techs. L.P., 235 F.R.D. at 445 citing
14 Surface Shields, Inc. v. Poly-Tak Protection Systems, Inc., 2003 U.S. Dist. LEXIS 13185, 2003
15 WL 21800424, *1 (N.D. Ill. 2003); Seaga Mfg., Inc. v. Fortune Resources Enterprises, Inc., 2002
16 U.S. Dist. LEXIS 20390, 2002 WL 31399408, *3-4 (N.D. Ill. Oct. 24, 2002) (allowing discovery
17 of customer list subject to "attorney's eyes only" and allowing for removal of that restriction when
18 warranted); N.L.R.B. v. Cable Car Advertisers, Inc., 319 F. Supp. 2d 991, 999 (N.D. Cal. 2004)
19 (requiring production subject to a protective order); Asch/Grossbardt, 2003 U.S. Dist. LEXIS 2837,
20 2003 WL 660833, *3 (allowing discovery pursuant to protective order limiting access to requested
21 information on an "Attorney's Eyes Only" basis); Atmel Corp. v. St. Paul Fire & Marine Insurance
22 Co., 2005 U.S. Dist. LEXIS 39877, 2005 WL 3692874 (N.D. Cal. 2005) (confidentiality of
23 customer lists sufficiently protected by protective order); Network Computing v. Cisco Systems,
24 223 F.R.D. 392, 396 (D. S.C. 2004) (plaintiff ordered to provide a customer list under protective
25 order)." Id.; see also Fryer, 2005 U.S. Dist. LEXIS 20830 at *15 (finding liberal standards of
26 discovery and the valid need to contact the customers outweighed privacy concerns). Here, Adobe
27 is not a competitor and the disclosure does not require attorneys' eyes only treatment. The Court
28

1 should order the customer information produced, unredacted, to allow Plaintiff to complete
2 discovery and curtail further infringement of its rights.

3 For the same reasons as noted above, and incorporated herein, Adobe is entitled to limited
4 contact information for all of the recipients of the disputed product and for Defendants' suppliers
5 of Adobe product. This information is critical to corroborate, test and evaluate Defendants'
6 accounting, to extract any communications that may further support Defendants' willfulness or
7 knowledge, and depending on what was done with the product, to increase damages attributable to
8 Defendants' original acts. Adobe's requests were narrowly tailored and are relevant but
9 Defendants have refused to timely produce this information, without the Court's intervention.
10

11 CONCLUSION

12 For the foregoing reasons, Plaintiff respectfully requests that the Court compel Defendants
13 to provide meaningful responses and supplement their production with unredacted sales, customer,
14 supplier and accounting information.

15 DATED: December 20, 2010

J. Andrew Coombs, A Professional Corp.

16
17 /s/ Annie S. Wang

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated
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AFFIDAVIT AND CERTIFICATION OF ANNIE S. WANG

I, ANNIE S. WANG, declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of Nevada and the United States District Court of Nevada. I am an attorney for Plaintiff and Counter-Defendant Adobe Systems Incorporated (“Adobe” or “Plaintiff”) in an action styled Adobe Systems Incorporated v. Christenson, et al. I make this Declaration in support of Plaintiff’s Notice of Motion and Motion to Compel Defendants’ Supplemental Discovery Responses and Production of Documents. Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows.

2. Plaintiff first propounded written discovery requests on Defendants on or about August 24, 2010. Attached collectively hereto as Exhibit D are true and correct copies of the discovery propounded on Defendants.

3. Defendants requested and were granted an extension to respond to the discovery. However, on or about October 12, 2010, Defendants served responses with only the same, boilerplate and inapplicable objections made to nearly each and every request and interrogatory. Attached collectively hereto as Exhibit E are true and correct copies of the responses received from Defendants.

4. On or about October 19, 2010, I sent to Defendants’ counsel an email requesting a meet and confer on the discovery responses and for clarification regarding the “44,000 pages” of documents referenced in the responses. On or about October 19, 2010, Defendants’ counsel replied to my email and indicated that she did not know what the documents referenced were and would get the information “right away.” No response was provided regarding my meet and confer request. Attached hereto as Exhibit F is a true and correct copy of the email exchange from October 19, 2010.

5. On or about October 21, 2010, I sent a follow up email to Defendants’ counsel again regarding the meet and confer. Defendants’ counsel did not respond. Attached hereto as Exhibit G is a true and correct copy of my email to Defendants’ counsel.

1 6. On or about November 1, 2010, I sent another follow up email to Defendants'
2 counsel regarding a meet and confer. Defendants' counsel responded and the Parties agreed to
3 speak by telephone on November 3, 2010. Attached hereto as Exhibit H is a true and correct copy
4 of my email exchange with defense counsel from November 1, 2010.

5 7. On or about November 3, 2010, defense counsel, her assistant and I met and
6 conferred by telephone concerning this motion to compel for over thirty minutes. I discussed with
7 Defendants' counsel the deficiencies to the discovery and stipulations that if agreed upon would
8 resolve these issues. Defendants' counsel also agreed that certain documents, such as corporate
9 filings for Defendants, would be produced. The Parties clarified the meanings of terms used and
10 also discussed responding subject to objections. I understood from this extended telephone
11 conversation that the Parties had agreed to numerous stipulations to avoid motion practice and that
12 a document production and supplemental responses would be produced by November 16, 2010, if
13 possible, otherwise November 30, 2010. These dates were specifically discussed as I was leaving
14 the country on November 17, and returning November 29.

15 8. On or about November 4, 2010, I sent to defense counsel a confirming letter
16 concerning our meet and confer by email and first class mail. Attached hereto as Exhibit I is a true
17 and correct copy of my letter to defense counsel from on or about November 4, 2010.

18 9. On or about November 5, 2010, I spoke with defense counsel again, briefly,
19 concerning the discovery dispute. At no time did she indicate there was any mistake in the Parties'
20 understanding and she indicated to me that review of Defendants' records was ongoing.

21 10. On or about November 12, 2010, November 9, 2010, December 1, 2010, and
22 December 3, 2010, I followed up with Defendants by email. At no time did Defendants indicate
23 that they would not be making any supplemental responses or production. Attached collectively
24 hereto as Exhibit J are my emails to Defendants' counsel and her assistant.

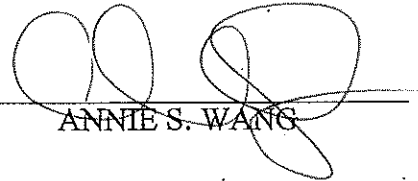
25 11. No supplemental responses were provided and no document production was made
26 pursuant to Adobe's discovery requests. Instead, on or about December 5, 2010, Defendants' filed
27

1 a "Motion for Judgment on the Pleadings" and therein, Plaintiff learned for the first time
2 Defendants' intention not to make any production or supplemental responses.

3 12. Pursuant to Local Rule 26-7, each disputed interrogatory and request and
4 Defendants' responses thereto are set forth in Exhibits A (Disputed Interrogatories), B (Disputed
5 Requests for Admissions) and C (Disputed Requests for Production of Documents) attached hereto.

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct.

8 Executed on this 20th day of December, 2010, in Glendale, California.

9
10
11 
12 ANNIE S. WANG

13 **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

14 State of California

15 County of Los Angeles }

16 On 12/20/10

Date

before me,

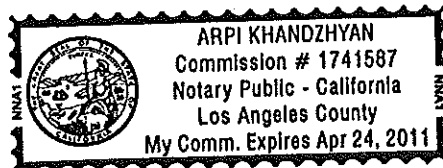
Arpi Khandzhyan, Notary Public

Here Insert Name and Title of the Officer

17 personally appeared

Annie Shouchi Wang

Name(s) of Signer(s)



who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Signature of Notary Public

Place Notary Seal Above

Notary
Public

EXHIBIT A

EXHIBIT A**DISPUTED INTERROGATORIES²****Interrogatory No. 1:**

IDENTIFY³ all DISPUTED PRODUCT⁴ offered for sale by YOU⁵ at any time since 2006 to the present.

Response to Interrogatory No. 1:

Objections: This Interrogatory is vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

Interrogatory No. 2:

IDENTIFY all DISPUTED PRODUCT sold by YOU at any time since 2006 to the present.

² Unless noted, these are Defendant Software Surplus, Inc.'s responses, though Defendant Christenson's responses are also at issue and had similar or identical deficiencies.

³ "IDENTIFY" means to provide sufficient information to enable PLAINTIFF'S counsel to contact any person identified, to locate, recognize and request production of any DOCUMENT identified, to inquire further about any oral communication identified, and specifically the following information: (a) when used in reference to a natural person, the individual's full name, present or last known residence and business address, email address, and present or last known position or business affiliation; (b) when used in reference to a company, the company's full name, form of organization, the present or last known address of its principal place of business, the date on which it commenced doing business, each and every officer of the company and each and every stockholder of the company; (c) when used in reference to a DOCUMENT, the DOCUMENT'S date and author, the type of DOCUMENT, the addressee(s), signatories, parties or other individuals identified therein, its present location or custodian and a brief description of its contents; (d) when used in reference to a communication, the date, identity of the parties, the type of communication and a brief description of its contents.

⁴ "DISPUTED PRODUCT" means and refers to merchandise, manufactured, imported, sold and/or offered for sale, and/or distributed by YOU which uses, depicts, embodies, includes or reproduces any of the TRADEMARKS or COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.

⁵ "YOU" and "YOUR" mean and refer to DEFENDANT, YOUR predecessors and those persons, organizations or corporations in active concert or participation with YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf, including officers, agents, servants, consultants, employees or representatives.

Response to Interrogatory No. 2:

Objections: This Interrogatory is vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

Interrogatory No. 3:

If YOU did not manufacture the DISPUTED PRODUCT sold by YOU, IDENTIFY YOUR source of the DISPUTED PRODUCT.

Response to Interrogatory No. 3:

Objections: This Interrogatory is vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence, because like the COMPLAINT, it makes no reference to time frames.

Interrogatory No. 4:

IDENTIFY all accounts that ever came into contact with any money connected to the sale of DISPUTED PRODUCT.

Response to Interrogatory No. 4:

Objections: This Interrogatory is vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence, because like the COMPLAINT, it makes no reference to time frames.

Interrogatory No. 5:

IDENTIFY all PERSONS⁶ to whom YOU sold the DISPUTED PRODUCT at any time since 2006 to the present.

⁶ "PERSON" or "PERSONS" means and refers not only to an individual, but also to any and all entities including, but not limited to, any firm, corporation, partnership, proprietorship, association, joint venture, or any other legal entity, division, department or unit thereof, and any employees or former employees thereof.

1 **Response to Interrogatory No. 5:**

2 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
3 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
4 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
5 information sought in the Interrogatory is irrelevant without a proper time context in the
6 COMPLAINT.

7 **Interrogatory No. 6:**

8 State the total number of sales made by YOU of the DISPUTED PRODUCT at any time
9 since 2006 to the present.

10 **Response to Interrogatory No. 6:**

11 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
12 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
13 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
14 information sought in the Interrogatory is irrelevant without a proper time context in the
15 COMPLAINT.

16 **Interrogatory No. 7:**

17 State the revenues received by YOU from the sale of the DISPUTED PRODUCT at any
18 time since 2006 to the present.

19 **Response to Interrogatory No. 7:**

20 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
21 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
22 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
23 information sought in the Interrogatory is irrelevant without a proper time context in the
24 COMPLAINT.

25 **Interrogatory No. 8:**

26 State the dollar amount of all profits received by YOU from the sale of the DISPUTED
27 PRODUCT at any time since 2006 to the present.

1 **Response to Interrogatory No. 8:**

2 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
3 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
4 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
5 information sought in the Interrogatory is irrelevant without a proper time context in the
6 COMPLAINT. The term “profit” is vague and ambiguous.

7 **Interrogatory No. 9:**

8 IDENTIFY the location and custodian of any records evidencing any transaction involving
9 the DISPUTED PRODUCT.

10 **Response to Interrogatory No. 9:**

11 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
12 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
13 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
14 information sought in the Interrogatory is irrelevant without a proper time context in the
15 COMPLAINT.

16 **Interrogatory No. 10:**

17 IDENTIFY all the means by which YOU accepted payment for YOUR sales of any
18 product.

19 **Response to Interrogatory No. 10:**

20 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
21 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
22 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
23 information sought in the Interrogatory is irrelevant without a proper time context in the
24 COMPLAINT. The Interrogatory is overbroad and seeks information that is not Relevant because
25 in seeking information concerning sales of “any product,” it seeks information beyond the subject
26 matter of the COMPLAINT.

1 **Interrogatory No. 11:**

2 IDENTIFY all channels through which YOU sold the DISPUTED PRODUCT other than
3 through softwaresurplus.com.

4 **Response to Interrogatory No. 11:**

5 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
6 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The
7 COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the
8 information sought in the Interrogatory is irrelevant without a proper time context in the
9 COMPLAINT.
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EXHIBIT B

EXHIBIT B

DISPUTED REQUESTS FOR ADMISSIONS⁷

Requests for Admission 82-89, 94-99, 101-104, 110-111, 113-115, 123-132, 140-143:

82. YOU⁸ advertised DISPUTED PRODUCT⁹.

83. YOU offered for sale DISPUTED PRODUCT.

84. YOU sold DISPUTED PRODUCT.

85. YOU distributed DISPUTED PRODUCT.

86. YOU did not have permission from PLAINTIFF¹⁰ to advertise the DISPUTED PRODUCT.

87. YOU did not have permission from PLAINTIFF to offer for sale the DISPUTED PRODUCT.

88. YOU did not have permission from PLAINTIFF to sell the DISPUTED PRODUCT.

89. YOU did not have permission from PLAINTIFF to distribute the DISPUTED PRODUCT.

94. YOU earned a profit from the sale of the DISPUTED PRODUCT and each of them.

95. YOU earned a NET PROFIT¹¹ in excess of \$50,000.00 from the sale of the DISPUTED PRODUCT.

96. YOU earned a NET PROFIT in excess of \$100,000.00 from the sale of the DISPUTED PRODUCT.

⁷ Unless noted, these are Defendant Software Surplus, Inc.'s responses, though Defendant Christenson's responses are also at issue and had similar or identical deficiencies.

⁸ "YOU" and "YOUR" mean and refer to DEFENDANT, YOUR predecessors and those persons, organizations or corporations in active concert or participation with YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf, including officers, agents, servants, consultants, employees or representatives.

⁹ "DISPUTED PRODUCT" means and refers to merchandise, manufactured, imported, sold and/or offered for sale, and/or distributed by YOU which uses, depicts, embodies, includes or reproduces any of the TRADEMARKS or COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.

¹⁰ "ADOBE" or "PLAINTIFF" means and refers to Adobe Systems Incorporated.

¹¹ "NET PROFIT" means the total profit after deducting all costs from gross receipts.

97. YOU earned a NET PROFIT in excess of \$200,000.00 from the sale of the DISPUTED PRODUCT.

98. YOU earned a NET PROFIT in excess of \$500,000.00 from the sale of the DISPUTED PRODUCT.

99. YOU earned a NET PROFIT in excess of \$1,000,000.00 from the sale of the DISPUTED PRODUCT.

101. YOUR advertisement of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the COPYRIGHTS¹².

102. YOUR offer for sale DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the COPYRIGHTS.

103. YOUR sale of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the COPYRIGHTS.

104. YOUR distribution of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the COPYRIGHTS.

110. YOU sold unauthorized copies of PLAINTIFF'S software.

111. YOU sold unlicensed product bearing at least one of the TRADEMARKS¹³.

113. The DISPUTED PRODUCT was once licensed by Adobe.

114. The license under which the DISPUTED PRODUCT was distributed prohibited its sale.

115. The license under which the DISPUTED PRODUCT was distributed prohibited its sale by YOU.

123. YOU facilitated the sale of DISPUTED PRODUCT through YOUR website, www.softwaresurplus.com.

¹² “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF, including, but not limited to, those listed in Exhibit A attached hereto.

¹³ “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF, specifically including the trademarks evidenced by registrations listed in Exhibit B attached hereto.

1 124. YOU collected money from the sale of DISPUTED PRODUCT through YOUR
2 website, www.softwaresurplus.com.

3 125. YOU offered for sale DISPUTED PRODUCT through websites other than
4 www.softwaresurplus.com.

5 126. YOU offered for sale DISPUTED PRODUCT through venues other than
6 www.softwaresurplus.com.

7 127. YOU sold DISPUTED PRODUCT through websites other than
8 www.softwaresurplus.com.

9 128. YOU sold DISPUTED PRODUCT through venues other than
10 www.softwaresurplus.com.

11 129. YOU purchased keywords that were the same as one of the TRADEMARKS for
12 advertising purposes.

13 130. YOU used at least one of the TRADEMARKS in YOUR listings for software on
14 www.softwaresurplus.com

15 131. YOU completed sales of the DISPUTED PRODUCT through the website
16 www.softwaresurplus.com

17 132. YOU completed sales of the DISPUTED PRODUCT through websites other than
18 www.softwaresurplus.com.

19 140. YOU purchased the DISPUTED PRODUCT at prices below retail prices at the time
20 of purchase.

21 141. YOU shipped the DISPUTED PRODUCT to YOUR customers.

22 142. YOU imported DISPUTED PRODUCT.

23 143. YOU exported DISPUTED PRODUCT.

24 **Defendants' Boilerplate Response to All of the Above Requests:**

25 Objection: These Requests for Admission are vague, ambiguous, and seek information that
26 is not Relevant, because like the Complaint, they make no reference to time frames.

Requests for Admission 90-93:

90. YOU did not have permission from PLAINTIFF to advertise any product.

91. YOU did not have permission from PLAINTIFF to offer for sale any product.

92. YOU did not have permission from PLAINTIFF to sell any product.

93. YOU did not have permission from PLAINTIFF to distribute any product.

Defendants' Response to Requests 90-93:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The information Requested is also beyond the scope of discovery because the reference to "any product" is overbroad, beyond the scope of the claims in the complaint, and irrelevant.

Request for Admission 119-120:

119. www.softwaresurplus.com accepts payment using the services of PayPal, Inc.

120. www.softwaresurplus.com accepts payment using the services of Google Checkout.

Defendants' Response to Requests 119-122:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The information requested is also beyond the scope of discovery because it is overbroad and irrelevant. The Request is overbroad and unduly burdensome.

Request for Admission 136-137:

136. Even after learning of concerns regarding the legitimacy of the DISPUTED PRODUCT, YOU continued to sell the DISPUTED PRODUCT.

137. Even after learning of concerns regarding the legitimacy of the DISPUTED PRODUCT, YOU continued to advertise for sale the DISPUTED PRODUCT.

Defendants' Response to Requests 136-137:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests

1 for Admission are vague and ambiguous because the term “learning of concerns regarding the
2 legitimacy” is vague and ambiguous.

3 **Request for Admission 148:**

4 148. YOU advertised Adobe software product as a “Full” version when it was an
5 academic version.

6 **Defendants’ Response to Requests 148:**

7 Objection: The Requests for Admission are vague, ambiguous, and seek information that is
8 not Relevant, because like the Complaint, they make no reference to time frames. The Requests
9 for Admission are vague and ambiguous because “Adobe product” is not defined in the request, as
10 opposed to the references to DISPUTED PRODUCT. The Requests for Admission are vague and
11 ambiguous, because they do not specifically identify the product referred to as “Full” or “academic
12 version.”

13 **Request for Admission 149:**

14 149. YOU sold Adobe product in DVD cases alone.

15 **Defendants’ Response to Requests 149:**

16 Objection: The Requests for Admission are vague, ambiguous, and seek information that is
17 not Relevant, because like the Complaint, they make no reference to time frames. The Requests
18 for Admission are vague and ambiguous because “Adobe product” is not defined in the request, as
19 opposed to the references to DISPUTED PRODUCT.

20 **Request for Admissions 150-151:**

21 150. OEM software is distributed with specific hardware.

22 151. OEM software is not to be unbundled from the hardware it came with.

23 **Defendants’ Response to Requests 150-151:**

24 Objection: The Requests for Admission are vague, ambiguous, and seek information that is
25 not Relevant, because like the Complaint, they make no reference to time frames. The Requests
26 for Admission are vague and ambiguous because it fails to sufficiently identify the specific
27 software it is referring to.
28

Request for Admissions 152, 155:

152. YOU sold OEM Adobe product without the accompanying original hardware.

155. YOU sold Adobe product that stated on its packaging that it was “Made in Singapore”.

Defendants’ Response to Requests 152, 155:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous because it fails to sufficiently identify the specific software it is referring to. The Requests for Admission are vague and ambiguous because “Adobe product” is not defined in the request, as opposed to the references to DISPUTED PRODUCT.

Request for Admissions 153:

153. YOU sold Adobe product that differed from retail versions.

Defendants’ Response to Requests 153:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous because it fails to sufficiently identify the specific software it is referring to, and fails to define “retail versions.” The Requests for Admission are vague and ambiguous because “Adobe product” is not defined in the request, as opposed to the references to DISPUTED PRODUCT.

Request for Admissions 154:

154. YOU sold Adobe product with packaging that differed from their retail equivalents.

Defendants’ Response to Requests 154:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous because it fails to sufficiently identify the specific software it is referring to, and fails to define “retail equivalents.” The Requests for Admission are

1 vague and ambiguous because “Adobe product” is not defined in the request, as opposed to the
2 references to DISPUTED PRODUCT.

3 **Request for Admission 163, 178:**

4 163. The reviews attached hereto as Exhibit C were posted on resellerratings.com.

5 178. The reviews attached hereto as Exhibit D were posted on epinions.com.

6 **Defendants’ Response to Requests 163, 178:**

7 Objection: The “Exhibit C” referred to is unauthenticated. Plaintiff is without information
8 sufficient to respond to this Request, and denies the Request on this basis.

9 **Requests for Admissions 164-165, 179-180:**

10 164. Individuals identifying themselves as YOUR customers have posted complaints
11 about YOUR company at http://www.resellerratings.com/store/Software_Surplus (hereinafter
12 “resellerratings.com”).

13 165. Individuals identifying themselves as YOUR customers have posted complaints
14 about YOU at resellerratings.com.

15 179. Individuals identifying themselves as YOUR customers have posted complaints
16 about YOUR company at
17 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
18 (hereinafter “epinions.com”).

19 180. Individuals identifying themselves as YOUR customers have posted complaints
20 about YOU at epinions.com.

21 **Defendants’ Responses to Requests 164-165, 179-180:**

22 Objection: The Request for Admission seeks information that is not Relevant. The
23 Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because
24 like the Complaint, it makes no reference to time frames and fails to sufficiently identify or
25 authenticate the postings referred to. Plaintiff is without information sufficient to respond to this
26 Request, and denies the Request on this basis.

Requests for Admission 166-177, 181-191:

166. The resellerratings.com reviews for softwaresurplus.com included one post dated 7/19/10 that stated "THIS IS A SCAM!!"

167. The resellerratings.com reviews for softwaresurplus.com included one post dated 4/20/10 that stated "These people are crooks and I should have heeded the warnings I read online and not purchased from them."

168. The resellerratings.com reviews for softwaresurplus.com included one post dated 4/20/10 that stated "Deceptive business practices to be for sure!"

169. The resellerratings.com reviews for softwaresurplus.com included one post dated 2/1/10 that stated "Still waiting on refund for MS Office 2007 "Academic" version that was a double-charged item and one of those items was returned on 1/11/2010 proof on USPS site but no refund has been forthcoming thus far. I'm prepared to disclose their reputation and file a complaint across the whole WWW if thats what it takes."

170. The resellerratings.com reviews for softwaresurplus.com included one post dated 7/22/09 that stated "SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE. BUYER BEWARE!!!"

171. The resellerratings.com reviews for softwaresurplus.com included one post dated 7/22/09 that stated "THEY ARE RUNNING A SCAM!!"

172. The resellerratings.com reviews for softwaresurplus.com included one post dated 11/7/08 that stated "Like everyone else, I will never buy anything from this company again and strongly advise against anyone else doing so as well."

173. The resellerratings.com reviews for softwaresurplus.com included one post dated 9/19/08 that stated "WARNING: THIS COMPANY IS NOT REPUTABLE."

174. The resellerratings.com reviews for softwaresurplus.com included one post dated 4/23/08 that stated "I ordered Visio 2007 Professional, and received Visio 2007 Professional ACADEMIC VERSION!!! What baloney!"

1 175. The resellerratings.com reviews for softwaresurplus.com included one post dated
2 12/19/06 that stated "Very confusing and deceptive."

3 176. The resellerratings.com reviews for softwaresurplus.com included one post dated
4 6/6/05 that stated "DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER AS
5 THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP BOTH
6 THE SOFTWARE YOU RETURN AND YOUR MONEY."

7 177. The resellerratings.com reviews for softwaresurplus.com included one post dated
8 4/1/05 that stated "DO NOT USE THESE PEOPLE THEY LIE AND STEAL."

9 181. The epinions.com reviews for Software Surplus Online Store included one post
10 dated Feb 01 '06 that stated "TERRIBLE!!!! Stay away from this Online Retailer!"

11 182. The epinions.com reviews for Software Surplus Online Store included one post
12 dated Aug 16 '07 that stated "BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!"

13 183. The epinions.com reviews for Software Surplus Online Store included one post
14 dated Apr 11 '09 that stated "I wish I'd researched them more carefully, rather than taking the
15 "unbiased reviews" on their website at face value. Caveat emptor!"

16 184. The epinions.com reviews for Software Surplus Online Store included one post
17 dated Jan 15 '07 that stated "A... for AWFUL !!"

18 185. The epinions.com reviews for Software Surplus Online Store included one post
19 dated May 18 '07 that stated "MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE
20 SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS."

21 186. The epinions.com reviews for Software Surplus Online Store included one post
22 dated Feb 1 '07 that stated "Lousy, Lousy company, unprincipaled & unworthy of public trust."

23 187. The epinions.com reviews for Software Surplus Online Store included one post
24 dated Feb 6 '07 that stated "They are bad!! This company is running an illegal scam. Too many
25 shady things about this one!!!!"

1 188. The epinions.com reviews for Software Surplus Online Store included one post
2 dated May 6 '09 that stated "They are crooks and somehow they must be brought to light,
3 prosecuted, and jailed."

4 189. The epinions.com reviews for Software Surplus Online Store included one post
5 dated Dec 27 '07 that stated "I already file a dispute and reported this company to Google, FTC &
6 BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!"

7 190. The epinions.com reviews for Software Surplus Online Store included one post
8 dated Jan 26 '09 that stated "Nothing but crooks."

9 191. The epinions.com reviews for Software Surplus Online Store included one post
10 dated Jul 23 '09 that stated "SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!"

11 **Defendants' Responses to Requests 166-177, 181-191:**

12 Objection: The Request for Admission seeks information that is not Relevant. The
13 Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because it
14 fails to sufficiently identify or authenticate the posting or the time referenced in the Request.
15 Plaintiff is without information sufficient to respond to this Request, and denies the Request on this
16 basis.

17 **Requests for Admission 192-193:**

18 192. A link for the reviews at http://www.resellerratings.com/store/Software_Surplus
19 appear on the first page of a Google search for the search terms "software surplus."

20 193. A link for the reviews at
21 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
22 appear on the first page of a Google search for the search terms "software surplus."

23 **Defendants' Responses to Requests 192-193:**

24 Objection: The Request for Admission seeks information that is not Relevant. The
25 Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because
26 like the Complaint, it makes no reference to time frames and fails to sufficiently identify or
27

1 authenticate the link referred to. Plaintiff is without information sufficient to respond to this
2 Request, and denies the Request on this basis.

3 **Request for Admission 197:**

4 197. The PRESS RELEASE does not state that YOU sold counterfeits.

5 **Defendants' Response to Request 197:**

6 The PRESS RELEASE speaks for itself.

7 **Request for Admission 198-202:**

8 198. YOU were sued by Adobe for copyright infringement among other things.

9 199. YOU were sued by Adobe for trademark infringement among other things.

10 200. YOU were sued by Adobe for the sale of unauthorized copies of Adobe's software.

11 201. Adobe's COMPLAINT alleges that you knowingly sold unauthorized copies of
12 Adobe's software.

13 202. ADOBE's COMPLAINT charged YOU with knowingly engaging in copyright
14 infringement through the fraudulent sale of Adobe software.

15 **Defendants' Response to Request 198-202:**

16 Objection: The Request for Admission is vague and ambiguous because the Complaint
17 makes no reference to time frames. The Complaint speaks for itself.

EXHIBIT C

EXHIBIT C**DISPUTED REQUESTS FOR PRODUCTION OF DOCUMENTS¹⁴****Requests for Production 1:**

1. DOCUMENTS¹⁵ RELATING TO¹⁶ any litigation with which YOU¹⁷ have ever been involved, whether as plaintiff or defendant, which involve or relate to legal or factual matters similar to those in this litigation, including, but not limited to, issues of copyright, trademark, service mark and unfair competition violations.

Response to Request for Production 1:

Objection: This Request is unduly burdensome, vague, ambiguous and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible

¹⁴ Unless noted, these are Defendant Software Surplus, Inc.'s responses, though Defendant Christenson's responses are also at issue and had similar or identical deficiencies.

¹⁵ "DOCUMENT" has the same meaning as in the Federal Rules of Civil Procedure and includes, without limitation, and whether or not claimed to be privileged or otherwise excludable from discovery, the original and any copy, regardless of origin or location, of any written, typewritten, drawn, charted, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced, now or formerly in your possession, custody or control, including, but not limited to, any letters, correspondence, emails, intra-office communications, minutes and/or records of meetings, reports and/or summaries of interviews, reports and/or summaries of investigations, opinions of counsel, opinions and/or reports of consultants, drawings, artwork, photographs, emails, films, video tapes, compact discs, computer databases, data sheets, data processing cards, tapes, disc recordings, diskettes, microfilms, memoranda, work papers, work sheets, work records, literature, reports, notes, drafts, diaries, appointment books, calendars, telephone records, messages, telegrams, books, notebooks, pamphlets, brochures, periodicals, publications, advertisements, press releases, contracts, purchase orders, invoices, receipts, estimates, price lists, cost sheets, estimating sheets, ledgers, bills, bids, time cards, and any other records, writings, or computer input or output, working papers, studies, charts, graphs, indexes and any transcriptions thereof, and all other memorializations of any conversations, meetings, and conferences, by telephone or otherwise. The term "DOCUMENT" also means every copy of a DOCUMENT where such copy is not an identical duplicate of the original, whether because of deletions, underlinings, showing of blind copies, initialing, signatures, receipt stamps, comments, notations, differences in stationery or any other difference or modification of any kind.

¹⁶ "RELATE TO" and "RELATING TO" mean in any way directly or indirectly, concerning, referring to, pertaining to, mentioning, discussing, describing, disclosing, confirming, supporting, evidencing, identifying, reflecting, representing or being connected with a stated subject matter or any aspect thereof.

¹⁷ "YOU" and "YOUR" mean and refer to DEFENDANT, YOUR predecessors and those persons, organizations or corporations in active concert or participation with YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf, including officers, agents, servants, consultants, employees or representatives.

evidence. The COMPLAINT¹⁸ sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the Complaint. The Request calls for a legal conclusion.

Requests for Production 2-3, 5-7, 10, 14-32, 34-35, 37:

2. DOCUMENTS RELATING TO any United States Customs Ruling or inquiry RELATING TO YOU regarding copyrights, trademarks, service marks or any other intellectual property rights.
3. DOCUMENTS RELATING TO importation into the United States of America of the DISPUTED PRODUCT¹⁹ and its component parts, if any, including, but not limited to, letters of credit, transactions, bills of lading, customs declarations, invoices, purchase orders, certification documents, weight documentation, container identification documents and government authorization documents.
5. DOCUMENTS RELATING TO PLAINTIFF²⁰.
6. DOCUMENTS RELATING TO the COPYRIGHTS²¹.
7. DOCUMENTS RELATING TO the TRADEMARKS²².
10. DOCUMENTS RELATING TO any shipment by YOU of the DISPUTED PRODUCT.
14. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase, sale, offering for sale, distributing, and/or manufacturing of any software.

¹⁸ “COMPLAINT” means and refers to the Complaint filed by PLAINTIFF against DEFENDANT in this action.

¹⁹ “DISPUTED PRODUCT” means and refers to merchandise, manufactured, imported, sold and/or offered for sale, and/or distributed by YOU which uses, depicts, embodies, includes or reproduces any of the TRADEMARKS or COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.

²⁰ “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.

²¹ “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF, including, but not limited to, those listed in Exhibit A attached hereto.

²² “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF, specifically including the trademarks evidenced by registrations listed in Exhibit B attached hereto.

1 15. DOCUMENTS RELATING TO licenses or authorizations to create, produce,
2 manufacture, distribute, sell or offer to sell the DISPUTED PRODUCT.

3 16. DOCUMENTS RELATING TO any licenses or authorizations to create, produce,
4 manufacture, distribute, sell or offer to sell any product YOU distribute.

5 17. Any and all DOCUMENTS, including emails, reflecting any financial gain received
6 by YOU RELATING TO the purchase, sale, offer for sale, distributing and/or manufacturing of the
7 DISPUTED PRODUCT.

8 18. DOCUMENTS RELATING TO the cost incurred by YOU in connection with the
9 purchase, sale, offer for sale, manufacture and/or distribution of the DISPUTED PRODUCT.

10 19. DOCUMENTS including, but not limited to, drawings, artwork, models, molds,
11 screens, patterns, plans, guides, matrices, mattes, forms, negatives, directions, instructions or any
12 other material used in connection with the creation or manufacture of the DISPUTED PRODUCT.

13 20. DOCUMENTS RELATING TO the design, manufacture, distribution, sale, offer
14 for sale, delivery, storage and/or inventory of the DISPUTED PRODUCT, including, but not
15 limited to, invoices, contracts and correspondence.

16 21. DOCUMENTS RELATING TO any advertising of the DISPUTED PRODUCT on
17 www.softwaresurplus.com or elsewhere.

18 22. DOCUMENTS RELATING TO the PERSONS who designed, manufactured,
19 distributed, sold, offered for sale, shipped or otherwise supplied the DISPUTED PRODUCT.

20 23. DOCUMENTS RELATING TO the PERSONS who purchased the DISPUTED
21 PRODUCT from YOU.

22 24. Contracts or agreements YOU have with any third party(ies) RELATING TO the
23 DISPUTED PRODUCT.

24 25. DOCUMENTS RELATING TO and representative samples of each variation of any
25 advertising or promotional materials used by YOU in connection with the promotion, marketing or
26 sale of the DISPUTED PRODUCT, including, but not limited to, price displays and/or lists, labels
27
28

1 and/or emblems, signs and displays, stationery and business cards, catalogues, flyers, brochures,
2 letters, memoranda and packaging.

3 26. DOCUMENTS reflecting YOUR financial statements for calendar or fiscal years
4 2006 through the present.

5 27. DOCUMENTS RELATING TO the transfer of any assets by YOU to any third
6 party(ies) from 2006 until the present.

7 28. DOCUMENTS RELATING TO the revenue YOU received from the sale of the
8 DISPUTED PRODUCT.

9 29. DOCUMENTS RELATING TO all of the costs incurred by YOU from the sale of
10 the DISPUTED PRODUCT.

11 30. DOCUMENTS RELATING TO all YOUR purchases of the DISPUTED
12 PRODUCT from YOUR suppliers.

13 31. DOCUMENTS RELATING TO any importation or exportation of the DISPUTED
14 PRODUCT by YOU.

15 34. Insurance policies RELATING TO the claims asserted by PLAINTIFF against YOU
16 in this lawsuit.

17 35. DOCUMENTS establishing, referring to or RELATING TO ALL PERSONS²³ who
18 have personal knowledge of facts concerning this action or the subject matter of this action, and the
19 substance of those facts.

20 37. Written or recorded statements and DOCUMENTS concerning this action or the
21 subject matter of this action.

22 **Response to Request for Production 2-3, 5-7,10, 14-18, 20-32, 34-35, 37:**

23 Objection: This Request is unduly burdensome, vague, ambiguous and seeks information
24 that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible
25

26
27 ²³ "PERSON" or "PERSONS" means and refers not only to an individual, but also to any and all
28 entities, including, but not limited to, any firm, corporation, partnership, proprietorship,
association, joint venture, or any other legal entity, division, department or unit thereof, and any
employees or former employees thereof.

1 evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
2 therefore, the information sought in the Request is irrelevant without a proper time context in the
3 Complaint.

4 **Request for Production 8:**

5 8. DOCUMENTS RELATING TO the creation and maintenance of
6 www.softwaresurplus.com.

7 **Response to Request for Production 8:**

8 Objection: This Request is unduly burdensome, vague, ambiguous and seeks information
9 that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible
10 evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
11 therefore, the information sought in the Request is irrelevant without a proper time context in the
12 Complaint. Notwithstanding the objection, DEFENDANT will produce such documents in the
13 near future.

14 **Request for Production 9:**

15 9. DOCUMENTS RELATING TO YOUR affiliation with co-Defendant Software
16 Surplus Inc.

17 **Response to Request for Production 9:**

18 Objection: This Request is unduly burdensome, vague, ambiguous and seeks information
19 that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible
20 evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
21 therefore, the information sought in the Request is irrelevant without a proper time context in the
22 Complaint. Notwithstanding the objection, DEFENDANT admits that he is the President of
23 Software Surplus, Inc.

24 **Request for Production 13:**

25 13. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase,
26 sale, offering for sale, distributing, and/or manufacturing of the DISPUTED PRODUCT.
27
28

Response to Request for Production 13:

Objection: This Request is unduly burdensome, vague, ambiguous and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the Complaint. Notwithstanding the objection, DEFENDANT is not a manufacturer and does not manufacture products.

EXHIBIT D

1 PROPOUNDING PARTY: Adobe Systems Incorporated

2 RESPONDING PARTY: Software Surplus Inc.

3 SET NO.: One

4 Pursuant to Fed. R. Civ. P. 33, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or
5 “PLAINTIFF”) hereby requests that Defendant Software Surplus Inc. (“Defendant”) answer the
6 following interrogatories in writing and under oath, and to be served upon Plaintiff’s counsel
7 within thirty (30) days from service hereof at the offices of J. Andrew Coombs, J. Andrew
8 Coombs, A Professional Corporation, 517 East Wilson Avenue, Suite 202, Glendale, California
9 91206.

10 In answering these interrogatories, Defendant is to furnish all information available to
11 Defendant, including information in the possession of Defendant’s attorneys, and not merely such
12 information personally known to Defendant. If Defendant refers to a DOCUMENT, memorandum,
13 record, paper, letter or other written or printed material of any kind for the purpose of answering
14 any interrogatory, Defendant shall identify such DOCUMENT as defined herein.

15 **A. Definitions**

- 16 1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
- 17 2. “DEFENDANT” means and refers to Defendant Software Surplus Inc.
- 18 3. “DEFENDANTS” means and refers to DEFENDANT and co-Defendant Joshua
19 Christenson, an individual and d/b/a www.softwaresurplus.com.
- 20 4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF,
21 including, but not limited to, those listed in Exhibit A attached hereto.
- 22 5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF,
23 specifically including the trademarks evidenced by registrations listed in Exhibit B
24 attached hereto.
- 25 6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and
26 those persons, organizations or corporations in active concert or participation with
27

1 YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf,
2 including officers, agents, servants, consultants, employees or representatives.

- 3 7. "DISPUTED PRODUCT" means and refers to merchandise, manufactured,
4 imported, sold and/or offered for sale, and/or distributed by YOU which uses,
5 depicts, embodies, includes or reproduces any of the TRADEMARKS or
6 COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or
7 COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or
8 COPYRIGHTS.
- 9 8. "COMPLAINT" means and refers to the Complaint filed by PLAINTIFF against
10 DEFENDANT in this action.
- 11 9. "ANSWER" or "COUNTERCLAIMS" means and refers to Defendants' "Answer,
12 Counterclaim, and Third-Party Complaint" filed on or about May 4, 2010, and as
13 amended on June 8, 2010, and improperly amended again on June 14, 2010.
- 14 10. "COMMUNICATION" means and refers to any verbal, written or symbolic
15 expressions or interchange of any type.
- 16 11. "DESCRIBE, DISCUSS or ANALYZE" when used with reference to a request for
17 documents, means any document that, in whole or in part, characterizes, evaluates,
18 appraises, assesses or provides a general explanation of the specified subject.
- 19 12. "DOCUMENT" has the same meaning as in the Federal Rules of Civil Procedure
20 and includes, without limitation, and whether or not claimed to be privileged or
21 otherwise excludable from discovery, the original and any copy, regardless of origin
22 or location, of any written, typewritten, drawn, charted, recorded, transcribed,
23 punched, taped, filmed or graphic matter, however produced or reproduced, now or
24 formerly in your possession, custody or control including, but not limited to, any
25 letters, correspondence, emails, intra-office communications, minutes and/or records
26 of meetings, reports and/or summaries of interviews, reports and/or summaries of
27 investigations, opinions of counsel, opinions and/or reports of consultants,
28

1 drawings, artwork, photographs, films, video tapes, compact discs, computer
2 databases, data sheets, data processing cards, tapes, disc recordings, diskettes,
3 microfilms, memoranda, work papers, work sheets, work records, literature, reports,
4 notes, drafts, diaries, appointment books, calendars, telephone records, messages,
5 telegrams, books, notebooks, pamphlets, brochures, periodicals, publications,
6 advertisements, press releases, contracts, purchase orders, invoices, receipts,
7 estimates, price lists, cost sheets, estimating sheets, ledgers, bills, bids, time cards,
8 and any other records, writings, or computer input or output, working papers,
9 studies, charts, graphs, indexes and any transcriptions thereof, and all other
10 memorializations of any conversations, meetings, and conferences, by telephone or
11 otherwise. The term "DOCUMENT" also means every copy of a DOCUMENT
12 where such copy is not an identical duplicate of the original, whether because of
13 deletions, underlinings, showing of blind copies, initialing, signatures, receipt
14 stamps, comments, notations, differences in stationery or any other difference or
15 modification of any kind.

- 16 13. "IDENTIFY" means to provide sufficient information to enable PLAINTIFF'S
17 counsel to contact any person identified, to locate, recognize and request production
18 of any DOCUMENT identified, to inquire further about any oral communication
19 identified, and specifically the following information: (a) when used in reference to
20 a natural person, the individual's full name, present or last known residence and
21 business address, email address, and present or last known position or business
22 affiliation; (b) when used in reference to a company, the company's full name, form
23 of organization, the present or last known address of its principal place of business,
24 the date on which it commenced doing business, each and every officer of the
25 company and each and every stockholder of the company; (c) when used in
26 reference to a DOCUMENT, the DOCUMENT'S date and author, the type of
27 DOCUMENT, the addressee(s), signatories, parties or other individuals identified
28

therein, its present location or custodian and a brief description of its contents; (d) when used in reference to a communication, the date, identity of the parties, the type of communication and a brief description of its contents.

14. "PERSON" or "PERSONS" means and refers not only to an individual, but also to any and all entities including, but not limited to, any firm, corporation, partnership, proprietorship, association, joint venture, or any other legal entity, division, department or unit thereof, and any employees or former employees thereof.
15. "RELATE TO" and "RELATING TO" mean in any way directly or indirectly, concerning, referring to, pertaining to, mentioning, discussing, describing, disclosing, confirming, supporting, evidencing, identifying, reflecting, representing or being connected with a states subject matter or any aspect thereof.

B. Instructions

1. YOU shall clearly answer each interrogatory separately and fully. If any information called for by any interrogatory herein is withheld because YOU claim that such information is contained in a privileged DOCUMENT or COMMUNICATION, YOU must specify: (a) the type of DOCUMENT; (b) its date, author and/or preparer, recipient(s) and/or addressee(s); (c) its subject matter (without revealing the information as to which the privilege is claimed); (d) the privilege(s) claimed; and (e) in detail, each and every fact or basis on which the privilege is claimed.
2. When, after a reasonable and thorough investigation using due diligence, YOU are unable to answer any interrogatory or some part thereof, because of lack of information available to YOU, specify in full and complete detail the reason such information is not available to YOU and what has been done to locate such information. In addition, specify what knowledge YOU do have concerning the unanswered portion of the interrogatory and set forth the facts upon which such knowledge is based.

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3. Where an interrogatory does not request a specific fact, but where a specific facts or facts are necessary to make the answer to the interrogatory either comprehensible, complete or not misleading, YOU are requested to include such fact or facts as part of the answer and the interrogatory shall be deemed specifically to request such fact or facts.
4. If YOU produce business records in lieu of an answer to an interrogatory, in accordance with Fed. R. Civ. P. 33, specify the records from which the answer may be derived or ascertained in sufficient detail to permit PLAINTIFF to locate and to identify, as readily as the responding party, the records from which the answer may be ascertained and the actual answer. DOCUMENTS produced in lieu of answering these interrogatories should be produced in compliance with the instruction contained in PLAINTIFF'S Request for Production of Documents.
5. DOCUMENTS which in their original condition were stapled, slipped or otherwise fastened together shall be produced in such form. DOCUMENTS which in their original condition are part of a computer disc or diskette or compact disc shall be produced by way of providing the disc, diskette, compact disc or computer itself along with any appropriate passwords, access codes or other information or input necessary to access the data contained therein.
6. In responding to these interrogatories, preface each answer by restating the request to which the answer is addressed. Where a request for information includes subparagraphs (e.g., (a), (b), (c)), or subdivisions (e.g., (i), (ii), (iii)), answer each subparagraph or subdivision separately.
7. In construing these interrogatories: (a) the singular shall include the plural and the plural shall include the singular; (b) the masculine, feminine or neuter pronouns shall not exclude the other genders; and (c) regardless of the tense employed, all verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.

1 This request is continuing in nature, requiring YOU to supplement YOUR response with
2 respect to any DOCUMENTS and information within the scope of this request as may be located or
3 acquired following your initial response. YOUR responses to these interrogatories should be
4 supplemented not later than thirty (30) days prior to any hearing addressing the merits of any
5 party's claims or defenses.

6 **C. Interrogatories**

- 7 1. IDENTIFY all DISPUTED PRODUCT offered for sale by YOU at any time since
8 2006 to the present.
- 9 2. IDENTIFY all DISPUTED PRODUCT sold by YOU at any time since 2006 to the
10 present.
- 11 3. If YOU did not manufacture the DISPUTED PRODUCT sold by YOU, IDENTIFY
12 YOUR source of the DISPUTED PRODUCT.
- 13 4. IDENTIFY all accounts that ever came into contact with any money connected to
14 the sale of DISPUTED PRODUCT.
- 15 5. IDENTIFY all PERSONS to whom YOU sold the DISPUTED PRODUCT at any
16 time since 2006 to the present.
- 17 6. State the total number of sales made by YOU of the DISPUTED PRODUCT at any
18 time since 2006 to the present.
- 19 7. State the revenues received by YOU from the sale of the DISPUTED PRODUCT at
20 any time since 2006 to the present.
- 21 8. State the dollar amount of all profits received by YOU from the sale of the
22 DISPUTED PRODUCT at any time since 2006 to the present.
- 23 9. IDENTIFY the location and custodian of any records evidencing any transaction
24 involving the DISPUTED PRODUCT.
- 25 10. IDENTIFY all the means by which YOU accepted payment for YOUR sales of any
26 product.
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11. IDENTIFY all channels through which YOU sold the DISPUTED PRODUCT other than through softwaresurplus.com.
12. IDENTIFY the name, address and telephone number of any and all individuals assisting in answering these interrogatories.
13. IDENTIFY all facts that support YOUR contention in paragraph 22 of the COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."
14. IDENTIFY all facts that support YOUR claim for "Aiding and Abetting".
15. IDENTIFY all facts that support YOUR claim for "Civil Conspiracy".
16. IDENTIFY all facts that support YOUR claim for "Alter Ego / Instrumentality."
17. IDENTIFY all facts that support YOUR contentions that Adobe had anything to do with the press release referenced in the COUNTERCLAIMS.
18. IDENTIFY all facts that support any damages claimed by YOU.
19. IDENTIFY all facts that support YOUR contentions that the statements contained in the press release referenced in the COUNTERCLAIMS were false.
20. IDENTIFY all facts that support YOUR contentions that the statements contained in the press release referenced in the COUNTERCLAIMS were made with malice.

DATED:

August 24, 2010

J. Andrew Coombs, A Professional Corp.

By: _____

[Signature]
J. Andrew Coombs
Annie S. Wang

Attorneys for Plaintiff and Counterdefendant Adobe
Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Media Encoder 1.0.	TX0006526716
29	Adobe Flash Player 10	TX0006898686
30	Adobe Flash Player 9 for Linux.	TX0006476523
31	Adobe Flash Player 9 for Linux.	TX0006476523
32	Adobe Flash Player 9 for Solaris.	TX0006457897
33	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
34	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
35	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
36	Adobe Illustrator 10 for Macintosh.	TX0005446858
37	Adobe Illustrator 10 for Windows.	TX0005446857
38	Adobe Illustrator 3.0.	TX0003000202
39	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
40	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
41	Adobe Illustrator CS for Macintosh.	TX0005780817
42	Adobe Illustrator CS for Windows.	TX0005780806
43	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
44	Adobe Illustrator CS4	TX0006898753
45	Adobe Illustrator.	TX0003380406
46	Adobe InCopy CS4	TX0006898732
47	Adobe InDesign CS4	TX0006898737
48	Adobe OnLocation CS4	TX0006898756
49	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314

1	Adobe PageMaker 6.5 Macintosh.	TX0004524555
	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
2	Adobe PageMaker 7.0 for Windows.	TX0005409446
	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
	Adobe Photoshop : 5.5.	TX0005213806
4	Adobe Photoshop 6.0.	TX0005196369
	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
5	Adobe Photoshop 7.0 for Windows.	TX0005562148
	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
6	Adobe Photoshop CS for Macintosh.	TX0005780846
	Adobe Photoshop CS for Windows.	TX0005780847
7	Adobe Photoshop CS2 for Macintosh.	TX0006131272
	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
8	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
9	Adobe Photoshop CS4	TX0006898742
	Adobe Photoshop CS4 Extended	TX0006898750
10	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
11	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
12	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
13	Adobe Photoshop Macintosh.	TX0003551958
	Adobe Photoshop Version 3.0 Mac.	TX0003971820
14	Adobe Photoshop Version 3.0 Windows.	TX0003616850
	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
15	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0002897138
16	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
17	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
18	Adobe Soundbooth CS4	TX0006898727
	Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
19	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
20	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
21	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
22	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
23	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
24	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
25	GoLive CS2 (Mac)	TX0006131268
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1	GoLive CS2 (Win)	TX0006131269
2	Illustrator CS2 (Mac)	TX0006131282
3	Illustrator CS2 (Win)	TX0006131283
4	InCopy CS (Mac)	TX0005780859
5	InCopy CS (Win)	TX0005780858
6	InDesign CS2 (Mac)	TX0006139165
7	Macintosh Distiller.	TX0003893508
8	Macintosh PDF Writer.	TX0003893509
9	Macintosh Reader.	TX0003893511
10	Macromedia ColdFusion MX 7	TX0006201577
11	Macromedia Dreamweaver MX 2004	TX0005852659
12	Macromedia Fireworks MX 2004	TX0005839595
13	Macromedia Flash Lite 2.0	TX0006288632
14	Macromedia Flash Media Server 2	TX0006335779
15	Macromedia Flash MX 2004 Pro	TX0005852657
16	Macromedia RoboHelp HTML X5	TX0005944534
17	Macromedia RoboHelp X5	TX0005944535
18	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
19	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
20	PhotoDeluxe 2.0 (Mac)	TX0004771678
21	PhotoDeluxe 2.0 (Win)	TX0004617316
22	Photoshop CS2 (Win)	TX0006131279
23	Photoshop Elements 5.0	TX0006389641
24	Premiere 7.0	TX0005777909
25	Premiere Elements 3.0	TX0006389647
26	Premiere Pro 1.5	TX0005931988
27	Premiere Pro 2.0	TX0006275628
28	Production Studio 1.0	TX0006277349
	Shockwave for Director 5.0.	TX0004700912
	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTOGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREADY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

PROPOUNDING PARTY: Adobe Systems Incorporated

RESPONDING PARTY: Joshua Christenson, an individual and d/b/a
www.softwaresurplus.com

SET NO.: One

Pursuant to Fed. R. Civ. P. 33, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or “PLAINTIFF”) hereby requests that Defendant Joshua Christenson, an individual and d/b/a www.softwaresurplus.com (“Defendant”) answer the following interrogatories in writing and under oath, and to be served upon Plaintiff’s counsel within thirty (30) days from service hereof at the offices of J. Andrew Coombs, J. Andrew Coombs, A Professional Corporation, 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

In answering these interrogatories, Defendant is to furnish all information available to Defendant, including information in the possession of Defendant’s attorneys, and not merely such information personally known to Defendant. If Defendant refers to a DOCUMENT, memorandum, record, paper, letter or other written or printed material of any kind for the purpose of answering any interrogatory, Defendant shall identify such DOCUMENT as defined herein.

A. Definitions

1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
2. “DEFENDANT” means and refers to Defendant Joshua Christenson, an individual and d/b/a www.softwaresurplus.com.
3. “DEFENDANTS” means and refers to DEFENDANT and co-Defendant Software Surplus Inc.
4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF, including, but not limited to, those listed in Exhibit A attached hereto.
5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF, specifically including the trademarks evidenced by registrations listed in Exhibit B attached hereto.

- 1 6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and
2 those persons, organizations or corporations in active concert or participation with
3 YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf,
4 including officers, agents, servants, consultants, employees or representatives.
- 5 7. “DISPUTED PRODUCT” means and refers to merchandise, manufactured,
6 imported, sold and/or offered for sale, and/or distributed by YOU which uses,
7 depicts, embodies, includes or reproduces any of the TRADEMARKS or
8 COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or
9 COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or
10 COPYRIGHTS.
- 11 8. “COMPLAINT” means and refers to the Complaint filed by PLAINTIFF against
12 DEFENDANT in this action.
- 13 9. “ANSWER” or “COUNTERCLAIMS” means and refers to Defendants’ “Answer,
14 Counterclaim, and Third-Party Complaint” filed on or about May 4, 2010, and as
15 amended on June 8, 2010, and improperly amended again on June 14, 2010.
- 16 10. “COMMUNICATION” means and refers to any verbal, written or symbolic
17 expressions or interchange of any type.
- 18 11. “DESCRIBE, DISCUSS or ANALYZE” when used with reference to a request for
19 documents, means any document that, in whole or in part, characterizes, evaluates,
20 appraises, assesses or provides a general explanation of the specified subject.
- 21 12. “DOCUMENT” has the same meaning as in the Federal Rules of Civil Procedure
22 and includes, without limitation, and whether or not claimed to be privileged or
23 otherwise excludable from discovery, the original and any copy, regardless of origin
24 or location, of any written, typewritten, drawn, charted, recorded, transcribed,
25 punched, taped, filmed or graphic matter, however produced or reproduced, now or
26 formerly in your possession, custody or control including, but not limited to, any
27 letters, correspondence, emails, intra-office communications, minutes and/or records
28

of meetings, reports and/or summaries of interviews, reports and/or summaries of investigations, opinions of counsel, opinions and/or reports of consultants, drawings, artwork, photographs, films, video tapes, compact discs, computer databases, data sheets, data processing cards, tapes, disc recordings, diskettes, microfilms, memoranda, work papers, work sheets, work records, literature, reports, notes, drafts, diaries, appointment books, calendars, telephone records, messages, telegrams, books, notebooks, pamphlets, brochures, periodicals, publications, advertisements, press releases, contracts, purchase orders, invoices, receipts, estimates, price lists, cost sheets, estimating sheets, ledgers, bills, bids, time cards, and any other records, writings, or computer input or output, working papers, studies, charts, graphs, indexes and any transcriptions thereof, and all other memorializations of any conversations, meetings, and conferences, by telephone or otherwise. The term "DOCUMENT" also means every copy of a DOCUMENT where such copy is not an identical duplicate of the original, whether because of deletions, underlinings, showing of blind copies, initialing, signatures, receipt stamps, comments, notations, differences in stationery or any other difference or modification of any kind.

13. "IDENTIFY" means to provide sufficient information to enable PLAINTIFF'S counsel to contact any person identified, to locate, recognize and request production of any DOCUMENT identified, to inquire further about any oral communication identified, and specifically the following information: (a) when used in reference to a natural person, the individual's full name, present or last known residence and business address, email address, and present or last known position or business affiliation; (b) when used in reference to a company, the company's full name, form of organization, the present or last known address of its principal place of business, the date on which it commenced doing business, each and every officer of the company and each and every stockholder of the company; (c) when used in

reference to a DOCUMENT, the DOCUMENT'S date and author, the type of DOCUMENT, the addressee(s), signatories, parties or other individuals identified therein, its present location or custodian and a brief description of its contents; (d) when used in reference to a communication, the date, identity of the parties, the type of communication and a brief description of its contents.

14. "PERSON" or "PERSONS" means and refers not only to an individual, but also to any and all entities including, but not limited to, any firm, corporation, partnership, proprietorship, association, joint venture, or any other legal entity, division, department or unit thereof, and any employees or former employees thereof.
15. "RELATE TO" and "RELATING TO" mean in any way directly or indirectly, concerning, referring to, pertaining to, mentioning, discussing, describing, disclosing, confirming, supporting, evidencing, identifying, reflecting, representing or being connected with a states subject matter or any aspect thereof.

B. Instructions

1. YOU shall clearly answer each interrogatory separately and fully. If any information called for by any interrogatory herein is withheld because YOU claim that such information is contained in a privileged DOCUMENT or COMMUNICATION, YOU must specify: (a) the type of DOCUMENT; (b) its date, author and/or preparer, recipient(s) and/or addressee(s); (c) its subject matter (without revealing the information as to which the privilege is claimed); (d) the privilege(s) claimed; and (e) in detail, each and every fact or basis on which the privilege is claimed.
2. When, after a reasonable and thorough investigation using due diligence, YOU are unable to answer any interrogatory or some part thereof, because of lack of information available to YOU, specify in full and complete detail the reason such information is not available to YOU and what has been done to locate such information. In addition, specify what knowledge YOU do have concerning the

1 unanswered portion of the interrogatory and set forth the facts upon which such
2 knowledge is based.

- 3 3. Where an interrogatory does not request a specific fact, but where a specific facts or
4 facts are necessary to make the answer to the interrogatory either comprehensible,
5 complete or not misleading, YOU are requested to include such fact or facts as part
6 of the answer and the interrogatory shall be deemed specifically to request such fact
7 or facts.
- 8 4. If YOU produce business records in lieu of an answer to an interrogatory, in
9 accordance with Fed. R. Civ. P. 33, specify the records from which the answer may
10 be derived or ascertained in sufficient detail to permit PLAINTIFF to locate and to
11 identify, as readily as the responding party, the records from which the answer may
12 be ascertained and the actual answer. DOCUMENTS produced in lieu of answering
13 these interrogatories should be produced in compliance with the instruction
14 contained in PLAINTIFF'S Request for Production of Documents.
- 15 5. DOCUMENTS which in their original condition were stapled, slipped or otherwise
16 fastened together shall be produced in such form. DOCUMENTS which in their
17 original condition are part of a computer disc or diskette or compact disc shall be
18 produced by way of providing the disc, diskette, compact disc or computer itself
19 along with any appropriate passwords, access codes or other information or input
20 necessary to access the data contained therein.
- 21 6. In responding to these interrogatories, preface each answer by restating the request
22 to which the answer is addressed. Where a request for information includes
23 subparagraphs (e.g., (a), (b), (c)), or subdivisions (e.g., (i), (ii), (iii)), answer each
24 subparagraph or subdivision separately.
- 25 7. In construing these interrogatories: (a) the singular shall include the plural and the
26 plural shall include the singular; (b) the masculine, feminine or neuter pronouns
27 shall not exclude the other genders; and (c) regardless of the tense employed, all
28

verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.

This request is continuing in nature, requiring YOU to supplement YOUR response with respect to any DOCUMENTS and information within the scope of this request as may be located or acquired following your initial response. YOUR responses to these interrogatories should be supplemented not later than thirty (30) days prior to any hearing addressing the merits of any party's claims or defenses.

C. Interrogatories

1. IDENTIFY all DISPUTED PRODUCT offered for sale by YOU at any time since 2006 to the present.
2. IDENTIFY all DISPUTED PRODUCT sold by YOU at any time since 2006 to the present.
3. If YOU did not manufacture the DISPUTED PRODUCT sold by YOU, IDENTIFY YOUR source of the DISPUTED PRODUCT.
4. IDENTIFY all accounts that ever came into contact with any money connected to the sale of DISPUTED PRODUCT.
5. IDENTIFY all PERSONS to whom YOU sold the DISPUTED PRODUCT at any time since 2006 to the present.
6. State the total number of sales made by YOU of the DISPUTED PRODUCT at any time since 2006 to the present.
7. State the revenues received by YOU from the sale of the DISPUTED PRODUCT at any time since 2006 to the present.
8. State the dollar amount of all profits received by YOU from the sale of the DISPUTED PRODUCT at any time since 2006 to the present.
9. IDENTIFY the location and custodian of any records evidencing any transaction involving the DISPUTED PRODUCT.

10. IDENTIFY all the means by which YOU accepted payment for YOUR sales of any product.
11. IDENTIFY all channels through which YOU sold the DISPUTED PRODUCT other than through softwaresurplus.com.
12. IDENTIFY the name, address and telephone number of any and all individuals assisting in answering these interrogatories.
13. IDENTIFY all facts that support YOUR contention in paragraph 22 of the COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."
14. IDENTIFY all facts that support YOUR claim for "Aiding and Abetting".
15. IDENTIFY all facts that support YOUR claim for "Civil Conspiracy".
16. IDENTIFY all facts that support YOUR claim for "Alter Ego / Instrumentality."
17. IDENTIFY all facts that support YOUR contentions that Adobe had anything to do with the press release referenced in the COUNTERCLAIMS.
18. IDENTIFY all facts that support any damages claimed by YOU.
19. IDENTIFY all facts that support YOUR contentions that the statements contained in the press release referenced in the COUNTERCLAIMS were false.
20. IDENTIFY all facts that support YOUR contentions that the statements contained in the press release referenced in the COUNTERCLAIMS were made with malice.

DATED: *August 24, 2010*

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Anne S. Wang

Attorneys for Plaintiff and Counterdefendant Adobe Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Media Encoder 1.0.	TX0006526716
29	Adobe Flash Player 10	TX0006898686
30	Adobe Flash Player 9 for Linux.	TX0006476523
31	Adobe Flash Player 9 for Linux.	TX0006476523
32	Adobe Flash Player 9 for Solaris.	TX0006457897
33	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
34	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
35	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
36	Adobe Illustrator 10 for Macintosh.	TX0005446858
37	Adobe Illustrator 10 for Windows.	TX0005446857
38	Adobe Illustrator 3.0.	TX0003000202
39	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
40	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
41	Adobe Illustrator CS for Macintosh.	TX0005780817
42	Adobe Illustrator CS for Windows.	TX0005780806
43	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
44	Adobe Illustrator CS4	TX0006898753
45	Adobe Illustrator.	TX0003380406
46	Adobe InCopy CS4	TX0006898732
47	Adobe InDesign CS4	TX0006898737
48	Adobe OnLocation CS4	TX0006898756
49	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314

1	Adobe PageMaker 6.5 Macintosh.	TX0004524555
	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
2	Adobe PageMaker 7.0 for Windows.	TX0005409446
	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
	Adobe Photoshop : 5.5.	TX0005213806
4	Adobe Photoshop 6.0.	TX0005196369
	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
5	Adobe Photoshop 7.0 for Windows.	TX0005562148
	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
6	Adobe Photoshop CS for Macintosh.	TX0005780846
	Adobe Photoshop CS for Windows.	TX0005780847
7	Adobe Photoshop CS2 for Macintosh.	TX0006131272
	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
8	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
9	Adobe Photoshop CS4	TX0006898742
	Adobe Photoshop CS4 Extended	TX0006898750
10	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
11	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
12	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
13	Adobe Photoshop Macintosh.	TX0003551958
	Adobe Photoshop Version 3.0 Mac.	TX0003971820
14	Adobe Photoshop Version 3.0 Windows.	TX0003616850
	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
15	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0002897138
16	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
17	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
18	Adobe Soundbooth CS4	TX0006898727
	Adobetyp e Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
19	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
20	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
21	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
22	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
23	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
24	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
25	GoLive CS2 (Mac)	TX0006131268
26		
27		
28		

1	GoLive CS2 (Win)	TX0006131269
2	Illustrator CS2 (Mac)	TX0006131282
3	Illustrator CS2 (Win)	TX0006131283
4	InCopy CS (Mac)	TX0005780859
5	InCopy CS (Win)	TX0005780858
6	InDesign CS2 (Mac)	TX0006139165
7	Macintosh Distiller.	TX0003893508
8	Macintosh PDF Writer.	TX0003893509
9	Macintosh Reader.	TX0003893511
10	Macromedia ColdFusion MX 7	TX0006201577
11	Macromedia Dreamweaver MX 2004	TX0005852659
12	Macromedia Fireworks MX 2004	TX0005839595
13	Macromedia Flash Lite 2.0	TX0006288632
14	Macromedia Flash Media Server 2	TX0006335779
15	Macromedia Flash MX 2004 Pro	TX0005852657
16	Macromedia RoboHelp HTML X5	TX0005944534
17	Macromedia RoboHelp X5	TX0005944535
18	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
19	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
20	PhotoDeluxe 2.0 (Mac)	TX0004771678
21	PhotoDeluxe 2.0 (Win)	TX0004617316
22	Photoshop CS2 (Win)	TX0006131279
23	Photoshop Elements 5.0	TX0006389641
24	Premiere 7.0	TX0005777909
25	Premiere Elements 3.0	TX0006389647
26	Premiere Pro 1.5	TX0005931988
27	Premiere Pro 2.0	TX0006275628
28	Production Studio 1.0	TX0006277349
	Shockwave for Director 5.0.	TX0004700912
	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREADY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

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Annie S. Wang (SBN 243027)
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Attorneys for Plaintiff
Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Adobe Systems Incorporated,

Plaintiff,

v.

Joshua Christenson, et al.,

Defendants.

Case No. 2:10-CV-0422-LRH-LRL

PLAINTIFF'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT
SOFTWARE SURPLUS INC.

Joshua Christenson, et al.

Counterclaimants,

v.

Adobe Systems Incorporated, et al.,

Counterdefendants.

1 PROPOUNDING PARTY: Adobe Systems Incorporated

2 RESPONDING PARTY: Software Surplus Inc.

3 SET NO.: One

4 Pursuant to Fed. R. Civ. P. 34, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or
5 “PLAINTIFF”) hereby requests that Defendant Software Surplus Inc. (“Defendant”) make
6 available for inspection and copying the following documents and things, thirty days from personal
7 service, and thirty-three days from mail service of these requests, at the offices of J. Andrew
8 Coombs, A P.C., 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

9 **A. Definitions**

- 10 1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
- 11 2. “DEFENDANT” means and refers to Defendant Software Surplus Inc.
- 12 3. “DEFENDANTS” means and refers to DEFENDANT and co-Defendant Joshua
13 Christenson, an individual and d/b/a www.softwaresurplus.com.
- 14 4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF,
15 including, but not limited to, those listed in Exhibit A attached hereto.
- 16 5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF,
17 specifically including the trademarks evidenced by registrations listed in Exhibit B
18 attached hereto.
- 19 6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and
20 those persons, organizations or corporations in active concert or participation with
21 YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf,
22 including officers, agents, servants, consultants, employees or representatives.
- 23 7. “DISPUTED PRODUCT” means and refers to merchandise, manufactured,
24 imported, sold and/or offered for sale, and/or distributed by YOU which uses,
25 depicts, embodies, includes or reproduces any of the TRADEMARKS or
26 COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or
27

COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.

8. “COMPLAINT” means and refers to the Complaint filed by PLAINTIFF against DEFENDANT in this action.
9. “ANSWER” or “COUNTERCLAIMS” means and refers to Defendants’ “Answer, Counterclaim, and Third-Party Complaint” filed on or about May 4, 2010, and as amended on June 8, 2010, and improperly amended again on June 14, 2010.
10. “PERSON” or “PERSONS” means and refers not only to an individual, but also to any and all entities, including, but not limited to, any firm, corporation, partnership, proprietorship, association, joint venture, or any other legal entity, division, department or unit thereof, and any employees or former employees thereof.
11. “COMMUNICATION” means and refers to any verbal, written or symbolic expressions or interchange of any type.
12. “DOCUMENT” has the same meaning as in the Federal Rules of Civil Procedure and includes, without limitation, and whether or not claimed to be privileged or otherwise excludable from discovery, the original and any copy, regardless of origin or location, of any written, typewritten, drawn, charted, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced, now or formerly in your possession, custody or control, including, but not limited to, any letters, correspondence, emails, intra-office communications, minutes and/or records of meetings, reports and/or summaries of interviews, reports and/or summaries of investigations, opinions of counsel, opinions and/or reports of consultants, drawings, artwork, photographs, emails, films, video tapes, compact discs, computer databases, data sheets, data processing cards, tapes, disc recordings, diskettes, microfilms, memoranda, work papers, work sheets, work records, literature, reports, notes, drafts, diaries, appointment books, calendars, telephone records, messages, telegrams, books, notebooks, pamphlets, brochures, periodicals, publications,

advertisements, press releases, contracts, purchase orders, invoices, receipts, estimates, price lists, cost sheets, estimating sheets, ledgers, bills, bids, time cards, and any other records, writings, or computer input or output, working papers, studies, charts, graphs, indexes and any transcriptions thereof, and all other memorializations of any conversations, meetings, and conferences, by telephone or otherwise. The term "DOCUMENT" also means every copy of a DOCUMENT where such copy is not an identical duplicate of the original, whether because of deletions, underlinings, showing of blind copies, initialing, signatures, receipt stamps, comments, notations, differences in stationery or any other difference or modification of any kind.

13. "IDENTIFY" means to provide sufficient information to enable PLAINTIFF'S counsel to contact any person identified, to locate, recognize and request production of any DOCUMENT identified, to inquire further about any oral communication identified, and specifically the following information: (a) when used in reference to a natural person, the individual's full name, present or last known residence and business address, email address, and present or last known position or business affiliation; (b) when used in reference to a company, the company's full name, form of organization, the present or last known address of its principal place of business, the date on which it commenced doing business, each and every officer of the company and each and every stockholder of the company; (c) when used in reference to a DOCUMENT, the DOCUMENT'S date and author, the type of DOCUMENT, the addressee(s), signatories, parties or other individuals identified therein, its present location or custodian and a brief description of its contents; (d) when used in reference to a communication, the date, identity of the parties, the type of communication and a brief description of its contents.

14. "RELATE TO" and "RELATING TO" mean in any way directly or indirectly, concerning, referring to, pertaining to, mentioning, discussing, describing,

disclosing, confirming, supporting, evidencing, identifying, reflecting, representing or being connected with a stated subject matter or any aspect thereof.

B. Instructions

1. YOU shall clearly mark each DOCUMENT and/or thing as responsive to the particular request(s) which require(s) its production.
2. YOUR response to this Request for Production shall include all DOCUMENTS and information within your possession, custody or control, including, but not limited to, documents and information in the possession, custody or control of any of your employees, accountants, consultants, attorneys or other agents or representatives.
3. In construing this request: (a) the singular shall include the plural and the plural shall include the singular; (b) the masculine, feminine or neuter pronouns shall not exclude the other genders; and (c) regardless of the tense employed, all verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.
4. The specific or duplicative or overlapping nature of any of the DOCUMENT descriptions set forth below shall not be construed to limit the generality or breadth of any other DOCUMENT description contained in this or any other Requests for Production.
5. If YOU claim any form of privilege, whether based on statute or otherwise, as a ground for non-production, you shall set forth, with respect to each DOCUMENT for which the privilege is claimed: (a) the type of DOCUMENT; (b) its date, author and/or preparer, recipient(s) and/or addressee(s); (c) its subject matter (without revealing the information as to which the privilege is claimed); (d) the privilege(s) claimed; and (e) in detail, each and every fact or basis on which the privilege is claimed.
6. DOCUMENTS which in their original condition were stapled, slipped or otherwise fastened together shall be produced in such form. DOCUMENTS which in their

original condition are part of a computer disc or diskette or compact disc shall be produced by way of providing the disc, diskette, compact disc or computer itself along with any appropriate passwords, access codes or other information or input necessary to access the data contained therein.

7. DOCUMENTS responsive to each numbered paragraph are to be separately grouped by paragraph. If any portion of a DOCUMENT is responsive to this request, the entire DOCUMENT is to be produced. In order to facilitate the review and avoid any possibility of misinterpretation, place all DOCUMENTS produced in file folders bearing the number of the paragraph to which they are responsive.

8. When, after a reasonable and thorough investigation using due diligence, YOU are unable to produce a DOCUMENT requested, specify in full and complete detail whether such DOCUMENT existed or exists and, if so, the reason the DOCUMENT is not available for production.

9. This request is continuing in nature, requiring YOU to supplement YOUR response and YOUR production of DOCUMENTS in accordance with the Fed. R. Civ. P. 26(e) with respect to any DOCUMENTS and information within the scope of this request as may be located or acquired following YOUR initial response.

C. Requests For Production

1. DOCUMENTS RELATING TO any litigation with which YOU have ever been involved, whether as plaintiff or defendant, which involve or relate to legal or factual matters similar to those in this litigation, including, but not limited to, issues of copyright, trademark, service mark and unfair competition violations.

2. DOCUMENTS RELATING TO any United States Customs Ruling or inquiry RELATING TO YOU regarding copyrights, trademarks, service marks or any other intellectual property rights.

3. DOCUMENTS RELATING TO importation into the United States of America of the DISPUTED PRODUCT and its component parts, if any, including, but not

1 limited to, letters of credit, transactions, bills of lading, customs declarations,
2 invoices, purchase orders, certification documents, weight documentation, container
3 identification documents and government authorization documents.

- 4 4. DOCUMENTS sufficient to IDENTIFY the addresses for facilities which YOU use
5 for receiving, processing, and/or warehousing the DISPUTED PRODUCT.
- 6 5. DOCUMENTS RELATING TO PLAINTIFF.
- 7 6. DOCUMENTS RELATING TO the COPYRIGHTS.
- 8 7. DOCUMENTS RELATING TO the TRADEMARKS.
- 9 8. DOCUMENTS RELATING TO the creation and maintenance of
10 www.softwaresurplus.com.
- 11 9. DOCUMENTS RELATING TO YOUR affiliation with co-Defendant Software
12 Surplus Inc.
- 13 10. DOCUMENTS RELATING TO any shipment by YOU of the DISPUTED
14 PRODUCT.
- 15 11. DOCUMENTS RELATING TO any copyright owned by PLAINTIFF.
- 16 12. DOCUMENTS RELATING TO any trademark owned by PLAINTIFF.
- 17 13. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase,
18 sale, offering for sale, distributing, and/or manufacturing of the DISPUTED
19 PRODUCT.
- 20 14. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase,
21 sale, offering for sale, distributing, and/or manufacturing of any software.
- 22 15. DOCUMENTS RELATING TO licenses or authorizations to create, produce,
23 manufacture, distribute, sell or offer to sell the DISPUTED PRODUCT.
- 24 16. DOCUMENTS RELATING TO any licenses or authorizations to create, produce,
25 manufacture, distribute, sell or offer to sell any product YOU distribute.
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- 1 17. Any and all DOCUMENTS, including emails, reflecting any financial gain received
- 2 by YOU RELATING TO the purchase, sale, offer for sale, distributing and/or
- 3 manufacturing of the DISPUTED PRODUCT.
- 4
- 5 18. DOCUMENTS RELATING TO the cost incurred by YOU in connection with the
- 6 purchase, sale, offer for sale, manufacture and/or distribution of the DISPUTED
- 7 PRODUCT.
- 8
- 9 19. DOCUMENTS RELATING TO any and all changes, “running changes,”
- 10 alterations, modifications and/or variations of the design of the DISPUTED
- 11 PRODUCT.
- 12
- 13 20. DOCUMENTS including, but not limited to, drawings, artwork, models, molds,
- 14 screens, patterns, plans, guides, matrices, mattes, forms, negatives, directions,
- 15 instructions or any other material used in connection with the creation or
- 16 manufacture of the DISPUTED PRODUCT.
- 17
- 18 21. DOCUMENTS RELATING TO the design, manufacture, distribution, sale, offer
- 19 for sale, delivery, storage and/or inventory of the DISPUTED PRODUCT,
- 20 including, but not limited to, invoices, contracts and correspondence.
- 21
- 22 22. DOCUMENTS RELATING TO any advertising of the DISPUTED PRODUCT on
- 23 www.softwaresurplus.com or elsewhere.
- 24
- 25 23. DOCUMENTS RELATING TO the PERSONS who designed, manufactured,
- 26 distributed, sold, offered for sale, shipped or otherwise supplied the DISPUTED
- 27 PRODUCT.
- 28
24. DOCUMENTS RELATING TO the PERSONS who purchased the DISPUTED
- PRODUCT from YOU.
- 25
- 26 25. Contracts or agreements YOU have with any third party(ies) RELATING TO the
- 27 DISPUTED PRODUCT.
- 28
26. DOCUMENTS RELATING TO and representative samples of each variation of any
- advertising or promotional materials used by YOU in connection with the

1 promotion, marketing or sale of the DISPUTED PRODUCT, including, but not
2 limited to, price displays and/or lists, labels and/or emblems, signs and displays,
3 stationery and business cards, catalogues, flyers, brochures, letters, memoranda and
4 packaging.

5 27. DOCUMENTS reflecting YOUR financial statements for calendar or fiscal years
6 2006 through the present.

7 28. DOCUMENTS RELATING TO the transfer of any assets by YOU to any third
8 party(ies) from 2006 until the present.

9 29. DOCUMENTS RELATING TO the revenue YOU received from the sale of the
10 DISPUTED PRODUCT.

11 30. DOCUMENTS RELATING TO all of the costs incurred by YOU from the sale of
12 the DISPUTED PRODUCT.

13 31. DOCUMENTS RELATING TO all YOUR purchases of the DISPUTED
14 PRODUCT from YOUR suppliers.

15 32. DOCUMENTS RELATING TO any importation or exportation of the DISPUTED
16 PRODUCT by YOU.

17 33. DOCUMENTS RELATING TO all profits received by YOU from the sale of the
18 DISPUTED PRODUCT.

19 34. Insurance policies RELATING TO the claims asserted by PLAINTIFF against YOU
20 in this lawsuit.

21 35. DOCUMENTS establishing, referring to or RELATING TO ALL PERSONS who
22 have personal knowledge of facts concerning this action or the subject matter of this
23 action, and the substance of those facts.

24 36. DOCUMENTS RELATING TO, identifying or referring to all PERSONS YOU
25 expect to call as expert witnesses at trial, the area(s) of expertise and subject matter
26 on which the expert is expected to testify and a summary of the grounds for each
27 opinion, all written reports of each expert, the most recent resume or curriculum
28

1 vitae of each expert and all notes, diagrams, photographs, videotapes or other
2 documents prepared or reviewed by each expert.

3 37. Written or recorded statements and DOCUMENTS concerning this action or the
4 subject matter of this action.

5 38. All DOCUMENTS that support the COUNTERCLAIMS.

6 39. All DOCUMENTS that support YOUR contention in paragraph 15 of the
7 COUNTERCLAIMS that “Adobe published the press release to third parties,
8 including, *inter alia*, news media outlets, news services, and publications.”

9 40. All DOCUMENTS that support YOUR contention in paragraph 16 of the
10 COUNTERCLAIMS that “Adobe and SIIA, acting in concert, published the press
11 release to third parties, including, *inter alia*, news media outlets, news services, and
12 publications.”

13 41. All DOCUMENTS that support YOUR contention in paragraph 17 of the
14 COUNTERCLAIMS that “The statements in the press release concerning
15 Christenson and SSI were false and defamatory.”

16 42. All DOCUMENTS that support YOUR contention in paragraph 22 of the
17 COUNTERCLAIMS that “Adobe has no evidence or any good faith basis upon
18 which to assert that Christenson or SSI ever distributed unauthorized copies of
19 Adobe software.”

20 43. All DOCUMENTS that support YOUR contention in paragraph 26 of the
21 COUNTERCLAIMS that “Adobe and SIIA knowingly and maliciously made and
22 published false, defamatory, and unprivileged statements to third parties...”

23 44. All DOCUMENTS that support YOUR contention in paragraph 33 of the
24 COUNTERCLAIMS that “As a result of the actions of Adobe and SIIA,
25 Christenson and SSI have been harmed and damaged as alleged above, in an amount
26 in excess of \$75,000.”

27 45. All DOCUMENTS that support any damage sustained by YOU at all.
28

- 1 46. All DOCUMENTS that support YOUR contention in paragraph 38 of the
2 COUNTERCLAIMS that YOU "...and SSI are entitled to recover punitive
3 damages."
- 4 47. All DOCUMENTS that support YOUR contention in paragraph 63 of the
5 COUNTERCLAIMS that "At all times relevant herein, SIIA was an alter ego and /
6 or instrumentality of Adobe and its principals."
- 7 48. All DOCUMENTS that support YOUR contention in paragraph 64 of the
8 COUNTERCLAIMS that "SIIA is so influenced, governed, and controlled by
9 Adobe and its principals, that SIIA is the alter ego and / or instrumentality of Adobe
10 and its principals.
- 11 49. All DOCUMENTS that support YOUR contention in paragraph 65 of the
12 COUNTERCLAIMS that "There is such unity of interest and ownership and control
13 between Adobe and its principals, and SIIA, that they are inseparable from each
14 other."
- 15 50. All DOCUMENTS that support YOUR contention in paragraph 66 of the
16 COUNTERCLAIMS that "Adherence to the fiction of separate entity between
17 Adobe and its principals, and SIIA, would, under the circumstances, sanction a
18 fraud or promote injustice to the detriment of Christenson and SIIA."
- 19 51. All DOCUMENTS that support YOUR contention in paragraph 67 of the
20 COUNTERCLAIMS that "By reason of the foregoing, it has been necessary for
21 Christenson and SIIA to obtain the services of an attorney to prosecute this action,
22 and Christenson and SSI are entitled to recover their reasonable attorney's fees and
23 costs."
- 24 52. All DOCUMENTS that support "Defamation and Defamation *Per Se*" as a proper
25 claim brought by YOU against Adobe.
- 26 53. All DOCUMENTS that support "False Light" as a proper claim brought by YOU
27 against Adobe.
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- 1 54. All DOCUMENTS that support “Business Disparagement” as a proper claim
- 2 brought by YOU against Adobe.
- 3 55. All DOCUMENTS that support “Aiding and Abetting” as a proper claim brought by
- 4 YOU against Adobe.
- 5 56. All DOCUMENTS that support any claim for “Aiding and Abetting”.
- 6 57. All DOCUMENTS that support “Civil Conspiracy” as a proper claim brought by
- 7 YOU against Adobe.
- 8 58. All DOCUMENTS that support any claim for “Civil Conspiracy”.
- 9 59. All DOCUMENTS that support “Alter Ego / Instrumentality” as a proper claim
- 10 brought by YOU against Adobe.
- 11 60. All DOCUMENTS that support any claim for “Alter Ego / Instrumentality”.
- 12 61. DOCUMENTS that provide evidentiary support for the factual basis for the
- 13 allegations of YOUR affirmative defenses contained in YOUR ANSWER.
- 14 62. All DOCUMENTS any witness identified by YOU in YOUR initial disclosures or
- 15 any supplemental disclosures intends to authenticate, introduce, or reference at trial.
- 16 63. DOCUMENTS that support any of YOUR affirmative defenses contained in YOUR
- 17 ANSWER.
- 18 64. DOCUMENTS, demonstrative aids, summaries or other items that YOU intend to
- 19 utilize at the trial of this action, whether as an exhibit or to assist in any way the
- 20 testimony of any witness.
- 21 65. DOCUMENTS not previously identified in these requests which RELATE TO or
- 22 support any claims relevant to YOUR responses to the Interrogatories.
- 23 66. DOCUMENTS not previously identified in these requests which RELATE TO or
- 24 support any claims or denials relevant to YOUR responses to the Requests for
- 25 Admission.
- 26 67. DOCUMENTS not previously identified in these requests which RELATE TO or
- 27 support any claims or defenses relevant to the COMPLAINT.
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2 68. All DOCUMENTS identified in YOUR initial disclosures.

3 DATED: August 24, 2010

J. Andrew Coombs, A Professional Corp.

4 By: 

J. Andrew Coombs

Anne S. Wang

5 Attorneys for Plaintiff and Counterdefendant Adobe
6 Systems Incorporated
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EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Media Encoder 1.0.	TX0006526716
29	Adobe Flash Player 10	TX0006898686
30	Adobe Flash Player 9 for Linux.	TX0006476523
31	Adobe Flash Player 9 for Linux.	TX0006476523
32	Adobe Flash Player 9 for Solaris.	TX0006457897
33	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
34	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
35	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
36	Adobe Illustrator 10 for Macintosh.	TX0005446858
37	Adobe Illustrator 10 for Windows.	TX0005446857
38	Adobe Illustrator 3.0.	TX0003000202
39	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
40	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
41	Adobe Illustrator CS for Macintosh.	TX0005780817
42	Adobe Illustrator CS for Windows.	TX0005780806
43	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
44	Adobe Illustrator CS4	TX0006898753
45	Adobe Illustrator.	TX0003380406
46	Adobe InCopy CS4	TX0006898732
47	Adobe InDesign CS4	TX0006898737
48	Adobe OnLocation CS4	TX0006898756
49	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314

1	Adobe PageMaker 6.5 Macintosh.	TX0004524555
	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
2	Adobe PageMaker 7.0 for Windows.	TX0005409446
	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
	Adobe Photoshop : 5.5.	TX0005213806
4	Adobe Photoshop 6.0.	TX0005196369
	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
5	Adobe Photoshop 7.0 for Windows.	TX0005562148
	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
6	Adobe Photoshop CS for Macintosh.	TX0005780846
	Adobe Photoshop CS for Windows.	TX0005780847
7	Adobe Photoshop CS2 for Macintosh.	TX0006131272
	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
8	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
9	Adobe Photoshop CS4	TX0006898742
	Adobe Photoshop CS4 Extended	TX0006898750
10	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
11	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
12	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
13	Adobe Photoshop Macintosh.	TX0003551958
	Adobe Photoshop Version 3.0 Mac.	TX0003971820
14	Adobe Photoshop Version 3.0 Windows.	TX0003616850
	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
15	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0002897138
16	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
17	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
18	Adobe Soundbooth CS4	TX0006898727
	Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
19	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
20	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
21	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
22	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
23	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
24	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
25	GoLive CS2 (Mac)	TX0006131268
26		
27		
28		

1	GoLive CS2 (Win)	TX0006131269
2	Illustrator CS2 (Mac)	TX0006131282
3	Illustrator CS2 (Win)	TX0006131283
4	InCopy CS (Mac)	TX0005780859
5	InCopy CS (Win)	TX0005780858
6	InDesign CS2 (Mac)	TX0006139165
7	Macintosh Distiller.	TX0003893508
8	Macintosh PDF Writer.	TX0003893509
9	Macintosh Reader.	TX0003893511
10	Macromedia ColdFusion MX 7	TX0006201577
11	Macromedia Dreamweaver MX 2004	TX0005852659
12	Macromedia Fireworks MX 2004	TX0005839595
13	Macromedia Flash Lite 2.0	TX0006288632
14	Macromedia Flash Media Server 2	TX0006335779
15	Macromedia Flash MX 2004 Pro	TX0005852657
16	Macromedia RoboHelp HTML X5	TX0005944534
17	Macromedia RoboHelp X5	TX0005944535
18	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
19	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
20	PhotoDeluxe 2.0 (Mac)	TX0004771678
21	PhotoDeluxe 2.0 (Win)	TX0004617316
22	Photoshop CS2 (Win)	TX0006131279
23	Photoshop Elements 5.0	TX0006389641
24	Premiere 7.0	TX0005777909
25	Premiere Elements 3.0	TX0006389647
26	Premiere Pro 1.5	TX0005931988
27	Premiere Pro 2.0	TX0006275628
28	Production Studio 1.0	TX0006277349
	Shockwave for Director 5.0.	TX0004700912
	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSIO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTOGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREADY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

J. Andrew Coombs (SBN 123881)
andy@coombspc.com
 Annie S. Wang (SBN 243027)
annie@coombspc.com
 J. Andrew Coombs, A P. C.
 517 E. Wilson Ave., Suite 202
 Glendale, California 91206
 Telephone: (818) 500-3200
 Facsimile: (818) 500-3201

Designated Counsel:
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 Las Vegas, Nevada 89101
 Telephone: (702) 791-0308
 Facsimile: (702) 791-1912

Attorneys for Plaintiff
 Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

Adobe Systems Incorporated,

 Plaintiff,
 v.
 Joshua Christenson, et al.,

 Defendants.

Case No. 2:10-CV-0422-LRH-LRL

 PLAINTIFF'S FIRST SET OF
 REQUESTS FOR PRODUCTION OF
 DOCUMENTS TO DEFENDANT
 CHRISTENSON

Joshua Christenson, et al.

 Counterclaimants,
 v.
 Adobe Systems Incorporated, et al.,

 Counterdefendants.

1 PROPOUNDING PARTY: Adobe Systems Incorporated

2 RESPONDING PARTY: Joshua Christenson, an individual and d/b/a
3 www.softwaresurplus.com

4 SET NO.: One

5 Pursuant to Fed. R. Civ. P. 34, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or
6 “PLAINTIFF”) hereby requests that Defendant Joshua Christenson, an individual and d/b/a
7 www.softwaresurplus.com (“Defendant”) make available for inspection and copying the following
8 documents and things, thirty days from personal service, and thirty-three days from mail service of
9 these requests, at the offices of J. Andrew Coombs, A P.C., 517 East Wilson Avenue, Suite 202,
10 Glendale, California 91206.

11 **A. Definitions**

- 12 1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
- 13 2. “DEFENDANT” means and refers to Defendant Joshua Christenson, an individual
14 and d/b/a www.softwaresurplus.com.
- 15 3. “DEFENDANTS” means and refers to DEFENDANT and co-Defendant Software
16 Surplus Inc.
- 17 4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF,
18 including, but not limited to, those listed in Exhibit A attached hereto.
- 19 5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF,
20 specifically including the trademarks evidenced by registrations listed in Exhibit B
21 attached hereto.
- 22 6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and
23 those persons, organizations or corporations in active concert or participation with
24 YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf,
25 including officers, agents, servants, consultants, employees or representatives.
- 26 7. “DISPUTED PRODUCT” means and refers to merchandise, manufactured,
27 imported, sold and/or offered for sale, and/or distributed by YOU which uses,
28

1 depicts, embodies, includes or reproduces any of the TRADEMARKS or
2 COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or
3 COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or
4 COPYRIGHTS.

- 5 8. "COMPLAINT" means and refers to the Complaint filed by PLAINTIFF against
6 DEFENDANT in this action.
- 7 9. "ANSWER" or "COUNTERCLAIMS" means and refers to Defendants' "Answer,
8 Counterclaim, and Third-Party Complaint" filed on or about May 4, 2010, and as
9 amended on June 8, 2010, and improperly amended again on June 14, 2010.
- 10 10. "PERSON" or "PERSONS" means and refers not only to an individual, but also to
11 any and all entities, including, but not limited to, any firm, corporation, partnership,
12 proprietorship, association, joint venture, or any other legal entity, division,
13 department or unit thereof, and any employees or former employees thereof.
- 14 11. "COMMUNICATION" means and refers to any verbal, written or symbolic
15 expressions or interchange of any type.
- 16 12. "DOCUMENT" has the same meaning as in the Federal Rules of Civil Procedure
17 and includes, without limitation, and whether or not claimed to be privileged or
18 otherwise excludable from discovery, the original and any copy, regardless of origin
19 or location, of any written, typewritten, drawn, charted, recorded, transcribed,
20 punched, taped, filmed or graphic matter, however produced or reproduced, now or
21 formerly in your possession, custody or control, including, but not limited to, any
22 letters, correspondence, emails, intra-office communications, minutes and/or records
23 of meetings, reports and/or summaries of interviews, reports and/or summaries of
24 investigations, opinions of counsel, opinions and/or reports of consultants,
25 drawings, artwork, photographs, emails, films, video tapes, compact discs, computer
26 databases, data sheets, data processing cards, tapes, disc recordings, diskettes,
27 microfilms, memoranda, work papers, work sheets, work records, literature, reports,
28

1 notes, drafts, diaries, appointment books, calendars, telephone records, messages,
2 telegrams, books, notebooks, pamphlets, brochures, periodicals, publications,
3 advertisements, press releases, contracts, purchase orders, invoices, receipts,
4 estimates, price lists, cost sheets, estimating sheets, ledgers, bills, bids, time cards,
5 and any other records, writings, or computer input or output, working papers,
6 studies, charts, graphs, indexes and any transcriptions thereof, and all other
7 memorializations of any conversations, meetings, and conferences, by telephone or
8 otherwise. The term "DOCUMENT" also means every copy of a DOCUMENT
9 where such copy is not an identical duplicate of the original, whether because of
10 deletions, underlinings, showing of blind copies, initialing, signatures, receipt
11 stamps, comments, notations, differences in stationery or any other difference or
12 modification of any kind.

- 13 13. "IDENTIFY" means to provide sufficient information to enable PLAINTIFF'S
14 counsel to contact any person identified, to locate, recognize and request production
15 of any DOCUMENT identified, to inquire further about any oral communication
16 identified, and specifically the following information: (a) when used in reference to
17 a natural person, the individual's full name, present or last known residence and
18 business address, email address, and present or last known position or business
19 affiliation; (b) when used in reference to a company, the company's full name, form
20 of organization, the present or last known address of its principal place of business,
21 the date on which it commenced doing business, each and every officer of the
22 company and each and every stockholder of the company; (c) when used in
23 reference to a DOCUMENT, the DOCUMENT'S date and author, the type of
24 DOCUMENT, the addressee(s), signatories, parties or other individuals identified
25 therein, its present location or custodian and a brief description of its contents; (d)
26 when used in reference to a communication, the date, identity of the parties, the type
27 of communication and a brief description of its contents.
28

- 1 14. “RELATE TO” and “RELATING TO” mean in any way directly or indirectly,
2 concerning, referring to, pertaining to, mentioning, discussing, describing,
3 disclosing, confirming, supporting, evidencing, identifying, reflecting, representing
4 or being connected with a stated subject matter or any aspect thereof.

5 **B. Instructions**

- 6 1. YOU shall clearly mark each DOCUMENT and/or thing as responsive to the
7 particular request(s) which require(s) its production.
8 2. YOUR response to this Request for Production shall include all DOCUMENTS and
9 information within your possession, custody or control, including, but not limited to,
10 documents and information in the possession, custody or control of any of your
11 employees, accountants, consultants, attorneys or other agents or representatives.
12 3. In construing this request: (a) the singular shall include the plural and the plural
13 shall include the singular; (b) the masculine, feminine or neuter pronouns shall not
14 exclude the other genders; and (c) regardless of the tense employed, all verbs shall
15 be read as applying to the past, present and future as is necessary to make any
16 paragraph more, rather than less, inclusive.
17 4. The specific or duplicative or overlapping nature of any of the DOCUMENT
18 descriptions set forth below shall not be construed to limit the generality or breadth
19 of any other DOCUMENT description contained in this or any other Requests for
20 Production.
21 5. If YOU claim any form of privilege, whether based on statute or otherwise, as a
22 ground for non-production, you shall set forth, with respect to each DOCUMENT
23 for which the privilege is claimed: (a) the type of DOCUMENT; (b) its date, author
24 and/or preparer, recipient(s) and/or addressee(s); (c) its subject matter (without
25 revealing the information as to which the privilege is claimed); (d) the privilege(s)
26 claimed; and (e) in detail, each and every fact or basis on which the privilege is
27 claimed.
28

6. DOCUMENTS which in their original condition were stapled, slipped or otherwise fastened together shall be produced in such form. DOCUMENTS which in their original condition are part of a computer disc or diskette or compact disc shall be produced by way of providing the disc, diskette, compact disc or computer itself along with any appropriate passwords, access codes or other information or input necessary to access the data contained therein.
7. DOCUMENTS responsive to each numbered paragraph are to be separately grouped by paragraph. If any portion of a DOCUMENT is responsive to this request, the entire DOCUMENT is to be produced. In order to facilitate the review and avoid any possibility of misinterpretation, place all DOCUMENTS produced in file folders bearing the number of the paragraph to which they are responsive.
8. When, after a reasonable and thorough investigation using due diligence, YOU are unable to produce a DOCUMENT requested, specify in full and complete detail whether such DOCUMENT existed or exists and, if so, the reason the DOCUMENT is not available for production.
9. This request is continuing in nature, requiring YOU to supplement YOUR response and YOUR production of DOCUMENTS in accordance with the Fed. R. Civ. P. 26(e) with respect to any DOCUMENTS and information within the scope of this request as may be located or acquired following YOUR initial response.

C. Requests For Production

1. DOCUMENTS RELATING TO any litigation with which YOU have ever been involved, whether as plaintiff or defendant, which involve or relate to legal or factual matters similar to those in this litigation, including, but not limited to, issues of copyright, trademark, service mark and unfair competition violations.
2. DOCUMENTS RELATING TO any United States Customs Ruling or inquiry RELATING TO YOU regarding copyrights, trademarks, service marks or any other intellectual property rights.

- 1 3. DOCUMENTS RELATING TO importation into the United States of America of
- 2 the DISPUTED PRODUCT and its component parts, if any, including, but not
- 3 limited to, letters of credit, transactions, bills of lading, customs declarations,
- 4 invoices, purchase orders, certification documents, weight documentation, container
- 5 identification documents and government authorization documents.
- 6 4. DOCUMENTS sufficient to IDENTIFY the addresses for facilities which YOU use
- 7 for receiving, processing, and/or warehousing the DISPUTED PRODUCT.
- 8 5. DOCUMENTS RELATING TO PLAINTIFF.
- 9 6. DOCUMENTS RELATING TO the COPYRIGHTS.
- 10 7. DOCUMENTS RELATING TO the TRADEMARKS.
- 11 8. DOCUMENTS RELATING TO the creation and maintenance of
- 12 www.softwaresurplus.com.
- 13 9. DOCUMENTS RELATING TO YOUR affiliation with co-Defendant Software
- 14 Surplus Inc.
- 15 10. DOCUMENTS RELATING TO any shipment by YOU of the DISPUTED
- 16 PRODUCT.
- 17 11. DOCUMENTS RELATING TO any copyright owned by PLAINTIFF.
- 18 12. DOCUMENTS RELATING TO any trademark owned by PLAINTIFF.
- 19 13. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase,
- 20 sale, offering for sale, distributing, and/or manufacturing of the DISPUTED
- 21 PRODUCT.
- 22 14. Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase,
- 23 sale, offering for sale, distributing, and/or manufacturing of any software.
- 24 15. DOCUMENTS RELATING TO licenses or authorizations to create, produce,
- 25 manufacture, distribute, sell or offer to sell the DISPUTED PRODUCT.
- 26 16. DOCUMENTS RELATING TO any licenses or authorizations to create, produce,
- 27 manufacture, distribute, sell or offer to sell any product YOU distribute.
- 28

- 1 17. Any and all DOCUMENTS, including emails, reflecting any financial gain received
- 2 by YOU RELATING TO the purchase, sale, offer for sale, distributing and/or
- 3 manufacturing of the DISPUTED PRODUCT.
- 4
- 5 18. DOCUMENTS RELATING TO the cost incurred by YOU in connection with the
- 6 purchase, sale, offer for sale, manufacture and/or distribution of the DISPUTED
- 7 PRODUCT.
- 8
- 9 19. DOCUMENTS RELATING TO any and all changes, “running changes,”
- 10 alterations, modifications and/or variations of the design of the DISPUTED
- 11 PRODUCT.
- 12
- 13 20. DOCUMENTS including, but not limited to, drawings, artwork, models, molds,
- 14 screens, patterns, plans, guides, matrices, mattes, forms, negatives, directions,
- 15 instructions or any other material used in connection with the creation or
- 16 manufacture of the DISPUTED PRODUCT.
- 17
- 18 21. DOCUMENTS RELATING TO the design, manufacture, distribution, sale, offer
- 19 for sale, delivery, storage and/or inventory of the DISPUTED PRODUCT,
- 20 including, but not limited to, invoices, contracts and correspondence.
- 21
- 22 22. DOCUMENTS RELATING TO any advertising of the DISPUTED PRODUCT on
- 23 www.softwaresurplus.com or elsewhere.
- 24
- 25 23. DOCUMENTS RELATING TO the PERSONS who designed, manufactured,
- 26 distributed, sold, offered for sale, shipped or otherwise supplied the DISPUTED
- 27 PRODUCT.
- 28
24. DOCUMENTS RELATING TO the PERSONS who purchased the DISPUTED
- PRODUCT from YOU.
- 25
- 26 25. Contracts or agreements YOU have with any third party(ies) RELATING TO the
- 27 DISPUTED PRODUCT.
- 28
26. DOCUMENTS RELATING TO and representative samples of each variation of any
- advertising or promotional materials used by YOU in connection with the

1 promotion, marketing or sale of the DISPUTED PRODUCT, including, but not
2 limited to, price displays and/or lists, labels and/or emblems, signs and displays,
3 stationery and business cards, catalogues, flyers, brochures, letters, memoranda and
4 packaging.

5 27. DOCUMENTS reflecting YOUR financial statements for calendar or fiscal years
6 2006 through the present.

7 28. DOCUMENTS RELATING TO the transfer of any assets by YOU to any third
8 party(ies) from 2006 until the present.

9 29. DOCUMENTS RELATING TO the revenue YOU received from the sale of the
10 DISPUTED PRODUCT.

11 30. DOCUMENTS RELATING TO all of the costs incurred by YOU from the sale of
12 the DISPUTED PRODUCT.

13 31. DOCUMENTS RELATING TO all YOUR purchases of the DISPUTED
14 PRODUCT from YOUR suppliers.

15 32. DOCUMENTS RELATING TO any importation or exportation of the DISPUTED
16 PRODUCT by YOU.

17 33. DOCUMENTS RELATING TO all profits received by YOU from the sale of the
18 DISPUTED PRODUCT.

19 34. Insurance policies RELATING TO the claims asserted by PLAINTIFF against YOU
20 in this lawsuit.

21 35. DOCUMENTS establishing, referring to or RELATING TO ALL PERSONS who
22 have personal knowledge of facts concerning this action or the subject matter of this
23 action, and the substance of those facts.

24 36. DOCUMENTS RELATING TO, identifying or referring to all PERSONS YOU
25 expect to call as expert witnesses at trial, the area(s) of expertise and subject matter
26 on which the expert is expected to testify and a summary of the grounds for each
27 opinion, all written reports of each expert, the most recent resume or curriculum
28

1 vitae of each expert and all notes, diagrams, photographs, videotapes or other
2 documents prepared or reviewed by each expert.

3 37. Written or recorded statements and DOCUMENTS concerning this action or the
4 subject matter of this action.

5 38. All DOCUMENTS that support the COUNTERCLAIMS.

6 39. All DOCUMENTS that support YOUR contention in paragraph 15 of the
7 COUNTERCLAIMS that “Adobe published the press release to third parties,
8 including, *inter alia*, news media outlets, news services, and publications.”

9 40. All DOCUMENTS that support YOUR contention in paragraph 16 of the
10 COUNTERCLAIMS that “Adobe and SIIA, acting in concert, published the press
11 release to third parties, including, *inter alia*, news media outlets, news services, and
12 publications.”

13 41. All DOCUMENTS that support YOUR contention in paragraph 17 of the
14 COUNTERCLAIMS that “The statements in the press release concerning
15 Christenson and SSI were false and defamatory.”

16 42. All DOCUMENTS that support YOUR contention in paragraph 22 of the
17 COUNTERCLAIMS that “Adobe has no evidence or any good faith basis upon
18 which to assert that Christenson or SSI ever distributed unauthorized copies of
19 Adobe software.”

20 43. All DOCUMENTS that support YOUR contention in paragraph 26 of the
21 COUNTERCLAIMS that “Adobe and SIIA knowingly and maliciously made and
22 published false, defamatory, and unprivileged statements to third parties...”

23 44. All DOCUMENTS that support YOUR contention in paragraph 33 of the
24 COUNTERCLAIMS that “As a result of the actions of Adobe and SIIA,
25 Christenson and SSI have been harmed and damaged as alleged above, in an amount
26 in excess of \$75,000.”

27 45. All DOCUMENTS that support any damage sustained by YOU at all.
28

- 1 46. All DOCUMENTS that support YOUR contention in paragraph 38 of the
2 COUNTERCLAIMS that YOU "...and SSI are entitled to recover punitive
3 damages."
- 4 47. All DOCUMENTS that support YOUR contention in paragraph 63 of the
5 COUNTERCLAIMS that "At all times relevant herein, SIIA was an alter ego and /
6 or instrumentality of Adobe and its principals."
- 7 48. All DOCUMENTS that support YOUR contention in paragraph 64 of the
8 COUNTERCLAIMS that "SIIA is so influenced, governed, and controlled by
9 Adobe and its principals, that SIIA is the alter ego and / or instrumentality of Adobe
10 and its principals.
- 11 49. All DOCUMENTS that support YOUR contention in paragraph 65 of the
12 COUNTERCLAIMS that "There is such unity of interest and ownership and control
13 between Adobe and its principals, and SIIA, that they are inseparable from each
14 other."
- 15 50. All DOCUMENTS that support YOUR contention in paragraph 66 of the
16 COUNTERCLAIMS that "Adherence to the fiction of separate entity between
17 Adobe and its principals, and SIIA, would, under the circumstances, sanction a
18 fraud or promote injustice to the detriment of Christenson and SIIA."
- 19 51. All DOCUMENTS that support YOUR contention in paragraph 67 of the
20 COUNTERCLAIMS that "By reason of the foregoing, it has been necessary for
21 Christenson and SIIA to obtain the services of an attorney to prosecute this action,
22 and Christenson and SSI are entitled to recover their reasonable attorney's fees and
23 costs."
- 24 52. All DOCUMENTS that support "Defamation and Defamation *Per Se*" as a proper
25 claim brought by YOU against Adobe.
- 26 53. All DOCUMENTS that support "False Light" as a proper claim brought by YOU
27 against Adobe.
28

- 1 54. All DOCUMENTS that support “Business Disparagement” as a proper claim
- 2 brought by YOU against Adobe.
- 3 55. All DOCUMENTS that support “Aiding and Abetting” as a proper claim brought by
- 4 YOU against Adobe.
- 5 56. All DOCUMENTS that support any claim for “Aiding and Abetting”.
- 6 57. All DOCUMENTS that support “Civil Conspiracy” as a proper claim brought by
- 7 YOU against Adobe.
- 8 58. All DOCUMENTS that support any claim for “Civil Conspiracy”.
- 9 59. All DOCUMENTS that support “Alter Ego / Instrumentality” as a proper claim
- 10 brought by YOU against Adobe.
- 11 60. All DOCUMENTS that support any claim for “Alter Ego / Instrumentality”.
- 12 61. DOCUMENTS that provide evidentiary support for the factual basis for the
- 13 allegations of YOUR affirmative defenses contained in YOUR ANSWER.
- 14 62. All DOCUMENTS any witness identified by YOU in YOUR initial disclosures or
- 15 any supplemental disclosures intends to authenticate, introduce, or reference at trial.
- 16 63. DOCUMENTS that support any of YOUR affirmative defenses contained in YOUR
- 17 ANSWER.
- 18 64. DOCUMENTS, demonstrative aids, summaries or other items that YOU intend to
- 19 utilize at the trial of this action, whether as an exhibit or to assist in any way the
- 20 testimony of any witness.
- 21 65. DOCUMENTS not previously identified in these requests which RELATE TO or
- 22 support any claims relevant to YOUR responses to the Interrogatories.
- 23 66. DOCUMENTS not previously identified in these requests which RELATE TO or
- 24 support any claims or denials relevant to YOUR responses to the Requests for
- 25 Admission.
- 26 67. DOCUMENTS not previously identified in these requests which RELATE TO or
- 27 support any claims or defenses relevant to the COMPLAINT.
- 28

1
2 68. All DOCUMENTS identified in YOUR initial disclosures.

3 DATED: August 24, 2010

J. Andrew Coombs, A Professional Corp.

4 By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff and Counterdefendant Adobe
Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Media Encoder 1.0.	TX0006526716
29	Adobe Flash Player 10	TX0006898686
30	Adobe Flash Player 9 for Linux.	TX0006476523
31	Adobe Flash Player 9 for Linux.	TX0006476523
32	Adobe Flash Player 9 for Solaris.	TX0006457897
33	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
34	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
35	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
36	Adobe Illustrator 10 for Macintosh.	TX0005446858
37	Adobe Illustrator 10 for Windows.	TX0005446857
38	Adobe Illustrator 3.0.	TX0003000202
39	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
40	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
41	Adobe Illustrator CS for Macintosh.	TX0005780817
42	Adobe Illustrator CS for Windows.	TX0005780806
43	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
44	Adobe Illustrator CS4	TX0006898753
45	Adobe Illustrator.	TX0003380406
46	Adobe InCopy CS4	TX0006898732
47	Adobe InDesign CS4	TX0006898737
48	Adobe OnLocation CS4	TX0006898756
49	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314

1	Adobe PageMaker 6.5 Macintosh.	TX0004524555
	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
2	Adobe PageMaker 7.0 for Windows.	TX0005409446
	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
	Adobe Photoshop : 5.5.	TX0005213806
4	Adobe Photoshop 6.0.	TX0005196369
	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
5	Adobe Photoshop 7.0 for Windows.	TX0005562148
	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
6	Adobe Photoshop CS for Macintosh.	TX0005780846
	Adobe Photoshop CS for Windows.	TX0005780847
7	Adobe Photoshop CS2 for Macintosh.	TX0006131272
	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
8	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
9	Adobe Photoshop CS4	TX0006898742
	Adobe Photoshop CS4 Extended	TX0006898750
10	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
11	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
12	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
13	Adobe Photoshop Macintosh.	TX0003551958
	Adobe Photoshop Version 3.0 Mac.	TX0003971820
14	Adobe Photoshop Version 3.0 Windows.	TX0003616850
	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
15	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0002897138
16	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
17	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
18	Adobe Soundbooth CS4	TX0006898727
	Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
19	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
20	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
21	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
22	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
23	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
24	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
25	GoLive CS2 (Mac)	TX0006131268
26		
27		
28		

1	GoLive CS2 (Win)	TX0006131269
2	Illustrator CS2 (Mac)	TX0006131282
3	Illustrator CS2 (Win)	TX0006131283
4	InCopy CS (Mac)	TX0005780859
5	InCopy CS (Win)	TX0005780858
6	InDesign CS2 (Mac)	TX0006139165
7	Macintosh Distiller.	TX0003893508
8	Macintosh PDF Writer.	TX0003893509
9	Macintosh Reader.	TX0003893511
10	Macromedia ColdFusion MX 7	TX0006201577
11	Macromedia Dreamweaver MX 2004	TX0005852659
12	Macromedia Fireworks MX 2004	TX0005839595
13	Macromedia Flash Lite 2.0	TX0006288632
14	Macromedia Flash Media Server 2	TX0006335779
15	Macromedia Flash MX 2004 Pro	TX0005852657
16	Macromedia RoboHelp HTML X5	TX0005944534
17	Macromedia RoboHelp X5	TX0005944535
18	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
19	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
20	PhotoDeluxe 2.0 (Mac)	TX0004771678
21	PhotoDeluxe 2.0 (Win)	TX0004617316
22	Photoshop CS2 (Win)	TX0006131279
23	Photoshop Elements 5.0	TX0006389641
24	Premiere 7.0	TX0005777909
25	Premiere Elements 3.0	TX0006389647
26	Premiere Pro 1.5	TX0005931988
27	Premiere Pro 2.0	TX0006275628
28	Production Studio 1.0	TX0006277349
	Shockwave for Director 5.0.	TX0004700912
	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSIO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREASY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

J. Andrew Coombs (SBN 123881)
andy@coombspc.com
 Annie S. Wang (SBN 243027)
annie@coombspc.com
 J. Andrew Coombs, A P. C.
 517 E. Wilson Ave., Suite 202
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 Telephone: (702) 791-0308
 Facsimile: (702) 791-1912

Attorneys for Plaintiff
 Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

Adobe Systems Incorporated,

 Plaintiff,
 v.
 Joshua Christenson, et al.,

 Defendants.

Case No. 2:10-CV-0422-LRH-LRL

 PLAINTIFF'S FIRST SET OF
 REQUESTS FOR ADMISSION TO
 DEFENDANT SOFTWARE SURPLUS
 INC.

Joshua Christenson, et al.,

 Counterclaimants,
 v.
 Adobe Systems Incorporated, et al.,

 Counterdefendants.

1 PROPOUNDING PARTY: Adobe Systems Incorporated

2 RESPONDING PARTY: Software Surplus Inc.

3 SET NO.: One

4 Pursuant to Fed. R. Civ. P. 36, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or
5 “PLAINTIFF”) hereby requests that Defendant Software Surplus Inc. (“Defendant”) answer the
6 following admissions of fact. The matters of which these admissions are requested shall be
7 deemed admitted unless answered within thirty (30) days after service of this request, and served
8 upon PLAINTIFF’S counsel at the offices of J. Andrew Coombs, J. Andrew Coombs, A
9 Professional Corporation, 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

10 **A. Definitions**

- 11 1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
- 12 2. “DEFENDANT” means and refers to Defendant Software Surplus Inc.
- 13 3. “DEFENDANTS” means and refers to DEFENDANT and co- Defendant Joshua
14 Christenson, an individual and d/b/a www.softwaresurplus.com.
- 15 4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF,
16 including, but not limited to, those listed in Exhibit A attached hereto.
- 17 5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF,
18 specifically including the trademarks evidenced by registrations listed in Exhibit B
19 attached hereto.
- 20 6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and
21 those persons, organizations or corporations in active concert or participation with
22 YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf,
23 including officers, agents, servants, consultants, employees or representatives.
- 24 7. “DISPUTED PRODUCT” means and refers to merchandise, manufactured,
25 imported, sold and/or offered for sale, and/or distributed by YOU which uses,
26 depicts, embodies, includes or reproduces any of the TRADEMARKS or
27 COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or
28

COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.

8. “COMPLAINT” means and refers to the Complaint filed by PLAINTIFF against DEFENDANT in this action.
9. “ANSWER” or “COUNTERCLAIMS” means and refers to Defendants’ “Answer, Counterclaim, and Third-Party Complaint” filed on or about May 4, 2010, and as amended on June 8, 2010, and improperly amended again on June 14, 2010.
10. “PRESS RELEASE” means and refers to the press release referenced in Defendants’ COUNTERCLAIMS.
11. “NET PROFIT” means the total profit after deducting all costs from gross receipts.

B. Instructions

1. If YOU are unable to admit any of the following statements of fact, YOU are to specifically deny the statements of fact or set forth in detail the reasons why YOU cannot truthfully admit the truth of any such statements. If YOU must qualify an answer or deny only a part of the statement of fact, YOU shall specify so much of it as is true and qualify or deny the remainder. YOU may not give lack of information or knowledge as a reason for failure to admit or deny unless YOU state that YOU have made reasonable inquiry and that the information known or easily obtainable by YOU is insufficient to enable YOU to admit or deny the statement of fact. If an objection is made, the reasons therefore shall be stated.
2. In construing the following statements of fact: (a) the singular shall include the plural and the plural shall include the singular; (b) the masculine, feminine or neuter pronouns shall not exclude the other genders; and (c) regardless of the tense employed, all verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.

C. Requests for Admissions

1 1. PLAINTIFF owns valid and effective copyright registrations for the copyrights
2 listed in Exhibit A attached hereto.

3 2. PLAINTIFF owns valid and effective trademark registrations for the trademarks
4 listed in Exhibit B attached hereto.

5 3. Plaintiff owns copyright registration TX0004001286 for Acrobat Catalog for
6 Windows.

7 4. Plaintiff owns copyright registration TX0001644799 for Acrobat.

8 5. Plaintiff owns copyright registration TX0006390830 for Adobe Acrobat 8
9 Professional for Macintosh.

10 6. Plaintiff owns copyright registration TX0006390827 for Adobe Acrobat 8
11 Professional for Windows.

12 7. Plaintiff owns copyright registration TX0006390829 for Adobe Acrobat 8 Standard
13 for Macintosh.

14 8. Plaintiff owns copyright registration TX0006390828 for Adobe Acrobat 8
15 Professional for Windows.

16 9. Plaintiff owns copyright registration TX0006277334 for Adobe After Effects : 7.0
17 Professional for Windows.

18 10. Plaintiff owns copyright registration TX0005777908 for Adobe After Effects :
19 Version 6.0 for Macintosh.

20 11. Plaintiff owns copyright registration TX0005777907 for Adobe After Effects :
21 Version 6.0 for Windows.

22 12. Plaintiff owns copyright registration TX0006277333 for Adobe After Effects 7.0
23 Standard for Macintosh.

24 13. Plaintiff owns copyright registration TX0006277335 for Adobe After Effects 7.0
25 Standard for Windows.

26 14. Plaintiff owns copyright registration TX0006457851 for Adobe After Effects CS3
27 Professional for Windows and Macintosh.
28

1 15. Plaintiff owns copyright registration TX0006457918 for Adobe Creative Suite 3
2 Master Collection for Windows and Macintosh.

3 16. Plaintiff owns copyright registration TX0006898921 for Adobe Creative Suite 4
4 Design Premium.

5 17. Plaintiff owns copyright registration TX0006898808 for Adobe Creative Suite 4
6 Design Standard.

7 18. Plaintiff owns copyright registration TX0006898920 for Adobe Creative Suite 4
8 Master Collection.

9 19. Plaintiff owns copyright registration TX0006898757 for Adobe Creative Suite 4
10 Production Premium.

11 20. Plaintiff owns copyright registration TX0006898805 for Adobe Creative Suite 4
12 Web Premium.

13 21. Plaintiff owns copyright registration TX0005844481 for Adobe Creative Suite for
14 Macintosh.

15 22. Plaintiff owns copyright registration TX0005844480 for Adobe Creative Suite for
16 Windows.

17 23. Plaintiff owns copyright registration TX0006898688 for Adobe Dreamweaver CS4.

18 24. Plaintiff owns copyright registration TX0006898725 for Adobe Encore CS4.

19 25. Plaintiff owns copyright registration TX0006898722 for Adobe Fireworks CS4.

20 26. Plaintiff owns copyright registration TX0006531604 for Adobe Flash CS3
21 Professional for Windows and Macintosh.

22 27. Plaintiff owns copyright registration TX0006898680 for Adobe Flash CS4
23 Professional.

24 28. Plaintiff owns copyright registration TX0006898753 for Adobe Illustrator CS4.

25 29. Plaintiff owns copyright registration TX0003380406 for Adobe Illustrator.

26 30. Plaintiff owns copyright registration TX0006898737 for Adobe InDesign CS4.

27 31. Plaintiff owns copyright registration TX0006898756 for Adobe OnLocation CS4.
28

32. Plaintiff owns copyright registration TX0006528611 for Adobe Photoshop CS3 for Windows and Macintosh.
33. Plaintiff owns copyright registration TX0006898742 for Adobe Photoshop CS4.
34. Plaintiff owns copyright registration TX0006898750 for Adobe Photoshop CS4 Extended.
35. Plaintiff owns copyright registration TX0006277687 for Adobe Photoshop Elements : 4.0 for Macintosh.
36. Plaintiff owns copyright registration TX0003551958 for Adobe Photoshop Macintosh.
37. Plaintiff owns copyright registration TX0003596143 for Adobe Photoshop Windows.
38. Plaintiff owns copyright registration TX0004068613 for Adobe Photoshop.
39. Plaintiff owns copyright registration TX0003120306 for Adobe Photoshop.
40. Plaintiff owns copyright registration TX0002897138 for Adobe Photoshop.
41. Plaintiff owns copyright registration TX0006898667 for Adobe Premiere Pro CS4.
42. Plaintiff owns copyright registration TX0006457903 for Adobe Soundbooth CS3 for Windows and Macintosh.
43. Plaintiff owns copyright registration TX0006898727 for Adobe Soundbooth CS4.
44. Plaintiff owns copyright registration TX0006471404 for Contribute 4 (Mac).
45. Plaintiff owns copyright registration TX0006131282 for Illustrator CS2 (Mac).
46. Plaintiff owns copyright registration TX0006131283 for Illustrator CS2 (Win).
47. Plaintiff owns copyright registration TX0006139165 for InDesign CS2 (Mac).
48. Plaintiff owns copyright registration TX0005777909 for Premiere 7.0.
49. Plaintiff owns copyright registration TX0006275628 for Premiere Pro 2.0.
50. Plaintiff owns trademark registration 2,081,343 for "A".
51. Plaintiff owns trademark registration 1,988,710 for "A".
52. Plaintiff owns trademark registration 3,032,288 for "A".

- 1 53. Plaintiff owns trademark registration 1,901,149 for “A Adobe”.
- 2 54. Plaintiff owns trademark registration 1,852,943 for “A”.
- 3 55. Plaintiff owns trademark registration 1,988,711 for “A”.
- 4 56. Plaintiff owns trademark registration 2,068,523 for “ACROBAT”.
- 5 57. Plaintiff owns trademark registration 1,833,219 for “ACROBAT”.
- 6 58. Plaintiff owns trademark registration 1,475,793 for “ADOBE”.
- 7 59. Plaintiff owns trademark registration 1,486,895 for “ADOBE”.
- 8 60. Plaintiff owns trademark registration 1,956,216 for “ADOBE”.
- 9 61. Plaintiff owns trademark registration 1,988,712 for “ADOBE”.
- 10 62. Plaintiff owns trademark registration 3,029,061 for “ADOBE”.
- 11 63. Plaintiff owns trademark registration 1,479,408 for “ADOBE ILLUSTRATOR”.
- 12 64. Plaintiff owns trademark registration 1,651,380 for “ADOBE PHOTOSHOP”.
- 13 65. Plaintiff owns trademark registration 1,769,184 for “ADOBE PREMIERE”.
- 14 66. Plaintiff owns trademark registration 1,970,781 for “AFTER EFFECTS”.
- 15 67. Plaintiff owns trademark registration 3,143,377 for “CONTRIBUTE”.
- 16 68. Plaintiff owns trademark registration 3,111,341 for “CREATIVE SUITE”.
- 17 69. Plaintiff owns trademark registration 2,294,926 for “DREAMWEAVER”.
- 18 70. Plaintiff owns trademark registration 2,949,766 for “ENCORE”.
- 19 71. Plaintiff owns trademark registration 2,043,911 for “FIREWORKS”.
- 20 72. Plaintiff owns trademark registration 2,855,434 for “FLASH”.
- 21 73. Plaintiff owns trademark registration 2,852,245 for “FLASH”.
- 22 74. Plaintiff owns trademark registration 3,473,651 for “FLASH LITE”.
- 23 75. Plaintiff owns trademark registration 2,060,488 for “ILLUSTRATOR”.
- 24 76. Plaintiff owns trademark registration 2,439,079 for “INDESIGN”.
- 25 77. Plaintiff owns trademark registration 3,288,605 for “LIGHTROOM”.
- 26 78. Plaintiff owns trademark registration 3,427,904 for “P”.
- 27 79. Plaintiff owns trademark registration 1,850,242 for “PHOTOSHOP”.
- 28

1 80. Plaintiff owns trademark registration 2,920,764 for “PHOTOSHOP”.

2 81. Plaintiff owns trademark registration 3,350,284 for “SOUNDBOOTH”.

3 82. YOU advertised DISPUTED PRODUCT.

4 83. YOU offered for sale DISPUTED PRODUCT.

5 84. YOU sold DISPUTED PRODUCT.

6 85. YOU distributed DISPUTED PRODUCT.

7 86. YOU did not have permission from PLAINTIFF to advertise the DISPUTED
8 PRODUCT.

9 87. YOU did not have permission from PLAINTIFF to offer for sale the DISPUTED
10 PRODUCT.

11 88. YOU did not have permission from PLAINTIFF to sell the DISPUTED PRODUCT.

12 89. YOU did not have permission from PLAINTIFF to distribute the DISPUTED
13 PRODUCT.

14 90. YOU did not have permission from PLAINTIFF to advertise any product.

15 91. YOU did not have permission from PLAINTIFF to offer for sale any product.

16 92. YOU did not have permission from PLAINTIFF to sell any product.

17 93. YOU did not have permission from PLAINTIFF to distribute any product.

18 94. YOU earned a profit from the sale of the DISPUTED PRODUCT and each of them.

19 95. YOU earned a NET PROFIT in excess of \$50,000.00 from the sale of the
20 DISPUTED PRODUCT.

21 96. YOU earned a NET PROFIT in excess of \$100,000.00 from the sale of the
22 DISPUTED PRODUCT.

23 97. YOU earned a NET PROFIT in excess of \$200,000.00 from the sale of the
24 DISPUTED PRODUCT.

25 98. YOU earned a NET PROFIT in excess of \$500,000.00 from the sale of the
26 DISPUTED PRODUCT.

1 99. YOU earned a NET PROFIT in excess of \$1,000,000.00 from the sale of the
2 DISPUTED PRODUCT.

3 100. PLAINTIFF owns the exclusive rights to reproduce, distribute or license the
4 reproduction and distribution of the COPYRIGHTS in the United States.

5 101. YOUR advertisement of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
6 rights in the COPYRIGHTS.

7 102. YOUR offer for sale DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
8 rights in the COPYRIGHTS.

9 103. YOUR sale of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in
10 the COPYRIGHTS.

11 104. YOUR distribution of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
12 rights in the COPYRIGHTS.

13 105. PLAINTIFF owns the exclusive right to reproduce, distribute or license the
14 reproduction and distribution of product bearing any of the TRADEMARKS in the United States.

15 106. YOUR advertisement of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
16 rights in the TRADEMARKS.

17 107. YOUR offer for sale DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
18 rights in the TRADEMARKS.

19 108. YOUR sale of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in
20 the TRADEMARKS.

21 109. YOUR distribution of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
22 rights in the TRADEMARKS.

23 110. YOU sold unauthorized copies of PLAINTIFF'S software.

24 111. YOU sold unlicensed product bearing at least one of the TRADEMARKS.

25 112. YOU sold unlicensed product that contained at least one of the copyrighted software
26 programs owned by PLAINTIFF.

27 113. The DISPUTED PRODUCT was once licensed by Adobe.
28

1 114. The license under which the DISPUTED PRODUCT was distributed prohibited its
2 sale.

3 115. The license under which the DISPUTED PRODUCT was distributed prohibited its
4 sale by YOU.

5 116. www.softwaresurplus.com is YOUR website.

6 117. YOU own www.softwaresurplus.com.

7 118. YOU operate www.softwaresurplus.com.

8 119. www.softwaresurplus.com accepts payment using the services of PayPal, Inc.

9 120. www.softwaresurplus.com accepts payment using the services of Google Checkout.

10 121. www.softwaresurplus.com accepts payment using the services of Yahoo! Inc.

11 122. Payment for sales on www.softwaresurplus.com were accepted using other accounts
12 not listed herein.

13 123. YOU facilitated the sale of DISPUTED PRODUCT through YOUR website,
14 www.softwaresurplus.com.

15 124. YOU collected money from the sale of DISPUTED PRODUCT through YOUR
16 website, www.softwaresurplus.com.

17 125. YOU offered for sale DISPUTED PRODUCT through websites other than
18 www.softwaresurplus.com.

19 126. YOU offered for sale DISPUTED PRODUCT through venues other than
20 www.softwaresurplus.com.

21 127. YOU sold DISPUTED PRODUCT through websites other than
22 www.softwaresurplus.com.

23 128. YOU sold DISPUTED PRODUCT through venues other than
24 www.softwaresurplus.com.

25 129. YOU purchased keywords that were the same as one of the TRADEMARKS for
26 advertising purposes.

1 130. YOU used at least one of the TRADEMARKS in YOUR listings for software on
2 www.softwaresurplus.com.

3 131. YOU completed sales of the DISPUTED PRODUCT through the website
4 www.softwaresurplus.com.

5 132. YOU completed sales of the DISPUTED PRODUCT through websites other than
6 www.softwaresurplus.com.

7 133. Prior to the filing of the COMPLAINT against YOU, YOU knew that the
8 DISPUTED PRODUCT constituted unauthorized product.

9 134. Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
10 sale of at least some of the DISPUTED PRODUCT constituted copyright infringement.

11 135. Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
12 sale of at least some of the DISPUTED PRODUCT constituted trademark infringement.

13 136. Even after learning of concerns regarding the legitimacy of the DISPUTED
14 PRODUCT, YOU continued to sell the DISPUTED PRODUCT.

15 137. Even after learning of concerns regarding the legitimacy of the DISPUTED
16 PRODUCT, YOU continued to advertise for sale the DISPUTED PRODUCT.

17 138. At least some of the products advertised for sale by YOU are unauthorized copies of
18 the COPYRIGHTS.

19 139. At least some of the products advertised for sale by YOU use unauthorized copies of
20 the TRADEMARKS.

21 140. YOU purchased the DISPUTED PRODUCT at prices below retail prices at the time
22 of purchase.

23 141. YOU shipped the DISPUTED PRODUCT to YOUR customers.

24 142. YOU imported DISPUTED PRODUCT.

25 143. YOU exported DISPUTED PRODUCT.

26 144. YOU did not always obtain proof of academic affiliation before accepting payment
27 for DISPUTED PRODUCT identified as an educational or academic version.
28

1 145. YOU never obtained proof of academic affiliation before accepting payment for
2 DISPUTED PRODUCT identified as an educational or academic version.

3 146. YOU did not always obtain proof of academic affiliation before shipping to a
4 customer DISPUTED PRODUCT identified as an educational or academic version.

5 147. YOU never obtained proof of academic affiliation before shipping DISPUTED
6 PRODUCT identified as an educational or academic version to a customer.

7 148. YOU advertised Adobe software product as a "Full" version when it was an
8 academic version.

9 149. YOU sold Adobe product in DVD cases alone.

10 150. OEM software is distributed with specific hardware.

11 151. OEM software is not to be unbundled from the hardware it came with.

12 152. YOU sold OEM Adobe product without the accompanying original hardware.

13 153. YOU sold Adobe product that differed from retail versions.

14 154. YOU sold Adobe product with packaging that differed from their retail equivalents.

15 155. YOU sold Adobe product that stated on its packaging that it was "Made in
16 Singapore".

17 156. Adobe did not draft the PRESS RELEASE.

18 157. Adobe did not approve the PRESS RELEASE.

19 158. Adobe's approval was never required for the PRESS RELEASE.

20 159. Adobe did not issue the PRESS RELEASE.

21 160. Adobe did not publish the PRESS RELEASE.

22 161. Adobe did not comment in the PRESS RELEASE.

23 162. Adobe did not have anything to do with the PRESS RELEASE.

24 163. The reviews attached hereto as Exhibit C were posted on resellerratings.com.

25 164. Individuals identifying themselves as YOUR customers have posted complaints
26 about YOUR company at http://www.resellerratings.com/store/Software_Surplus (hereinafter
27 "resellerratings.com").
28

1 165. Individuals identifying themselves as YOUR customers have posted complaints
2 about YOU at resellerratings.com.

3 166. The resellerratings.com reviews for softwaresurplus.com included one post dated
4 7/19/10 that stated "THIS IS A SCAM!!"

5 167. The resellerratings.com reviews for softwaresurplus.com included one post dated
6 4/20/10 that stated "These people are crooks and I should have heeded the warnings I read online
7 and not purchased from them."

8 168. The resellerratings.com reviews for softwaresurplus.com included one post dated
9 4/20/10 that stated "Deceptive business practices to be for sure!"

10 169. The resellerratings.com reviews for softwaresurplus.com included one post dated
11 2/1/10 that stated "Still waiting on refund for MS Office 2007 "Academic" version that was a
12 double-charged item and one of those items was returned on 1/11/2010 proof on USPS site but no
13 refund has been forthcoming thus far. I'm prepared to disclose their reputation and file a complaint
14 across the whole WWW if thats what it takes."

15 170. The resellerratings.com reviews for softwaresurplus.com included one post dated
16 7/22/09 that stated "SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE.
17 BUYER BEWARE!!!"

18 171. The resellerratings.com reviews for softwaresurplus.com included one post dated
19 7/22/09 that stated "THEY ARE RUNNING A SCAM!!"

20 172. The resellerratings.com reviews for softwaresurplus.com included one post dated
21 11/7/08 that stated "Like everyone else, I will never buy anything from this company again and
22 strongly advise against anyone else doing so as well."

23 173. The resellerratings.com reviews for softwaresurplus.com included one post dated
24 9/19/08 that stated "WARNING: THIS COMPANY IS NOT REPUTABLE."

25 174. The resellerratings.com reviews for softwaresurplus.com included one post dated
26 4/23/08 that stated "I ordered Visio 2007 Professional, and received Visio 2007 Professional
27 ACADEMIC VERSION!!! What baloney!"
28

1 175. The resellerratings.com reviews for softwaresurplus.com included one post dated
2 12/19/06 that stated "Very confusing and deceptive."

3 176. The resellerratings.com reviews for softwaresurplus.com included one post dated
4 6/6/05 that stated "DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER AS
5 THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP BOTH
6 THE SOFTWARE YOU RETURN AND YOUR MONEY."

7 177. The resellerratings.com reviews for softwaresurplus.com included one post dated
8 4/1/05 that stated "DO NOT USE THESE PEOPLE THEY LIE AND STEAL."

9 178. The reviews attached hereto as Exhibit D were posted on epinions.com.

10 179. Individuals identifying themselves as YOUR customers have posted complaints
11 about YOUR company at
12 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
13 (hereinafter "epinions.com").

14 180. Individuals identifying themselves as YOUR customers have posted complaints
15 about YOU at epinions.com.

16 181. The epinions.com reviews for Software Surplus Online Store included one post
17 dated Feb 01 '06 that stated "TERRIBLE!!!! Stay away from this Online Retailer!"

18 182. The epinions.com reviews for Software Surplus Online Store included one post
19 dated Aug 16 '07 that stated "BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!"

20 183. The epinions.com reviews for Software Surplus Online Store included one post
21 dated Apr 11 '09 that stated "I wish I'd researched them more carefully, rather than taking the
22 "unbiased reviews" on their website at face value. Caveat emptor!"

23 184. The epinions.com reviews for Software Surplus Online Store included one post
24 dated Jan 15 '07 that stated "A... for AWFUL !!"

25 185. The epinions.com reviews for Software Surplus Online Store included one post
26 dated May 18 '07 that stated "MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE
27 SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS."
28

1 186. The epinions.com reviews for Software Surplus Online Store included one post
2 dated Feb 1 '07 that stated "Lousy, Lousy company, unprincipaled & unworthy of public trust."

3 187. The epinions.com reviews for Software Surplus Online Store included one post
4 dated Feb 6 '07 that stated "They are bad!! This company is running an illegal scam. Too many
5 shady things about this one!!!!"

6 188. The epinions.com reviews for Software Surplus Online Store included one post
7 dated May 6 '09 that stated "They are crooks and somehow they must be brought to light,
8 prosecuted, and jailed."

9 189. The epinions.com reviews for Software Surplus Online Store included one post
10 dated Dec 27 '07 that stated "I already file a dispute and reported this company to Google, FTC &
11 BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!"

12 190. The epinions.com reviews for Software Surplus Online Store included one post
13 dated Jan 26 '09 that stated "**Nothing but crooks.**"

14 191. The epinions.com reviews for Software Surplus Online Store included one post
15 dated Jul 23 '09 that stated "SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!"

16 192. A link for the reviews at http://www.resellerratings.com/store/Software_Surplus
17 appear on the first page of a Google search for the search terms "software surplus."

18 193. A link for the reviews at
19 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
20 appear on the first page of a Google search for the search terms "software surplus."

21 194. YOU have not suffered any special damages as a result of the PRESS RELEASE.

22 195. None of the statements made in the PRESS RELEASE were made with actual
23 malice.

24 196. The Software & Information Industry Association had a good faith belief in the
25 truth of the statements contained in PRESS RELEASE.

26 197. The PRESS RELEASE does not state that YOU sold counterfeits.

27 198. YOU were sued by Adobe for copyright infringement among other things.
28

1 199. YOU were sued by Adobe for trademark infringement among other things.

2 200. YOU were sued by Adobe for the sale of unauthorized copies of Adobe's software.

3 201. Adobe's COMPLAINT alleges that you knowingly sold unauthorized copies of
4 Adobe's software.

5 202. ADOBE's COMPLAINT charged YOU with knowingly engaging in copyright
6 infringement through the fraudulent sale of Adobe software.

7 203. All of the statements in the PRESS RELEASE were true.

8
9 DATED:

August 24, 2010

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff and Counterdefendant Adobe
Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Player 10	TX0006898686
29	Adobe Flash Player 9 for Linux.	TX0006476523
30	Adobe Flash Player 9 for Solaris.	TX0006457897
31	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
32	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
33	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
34	Adobe Illustrator 10 for Macintosh.	TX0005446858
35	Adobe Illustrator 10 for Windows.	TX0005446857
36	Adobe Illustrator 3.0.	TX0003000202
37	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
38	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
39	Adobe Illustrator CS for Macintosh.	TX0005780817
40	Adobe Illustrator CS for Windows.	TX0005780806
41	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
42	Adobe Illustrator CS4	TX0006898753
43	Adobe Illustrator.	TX0003380406
44	Adobe InCopy CS4	TX0006898732
45	Adobe InDesign CS4	TX0006898737
46	Adobe OnLocation CS4	TX0006898756
47	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
48	Adobe PageMaker 6.5 Macintosh.	TX0004524555
49	Adobe PageMaker 7.0 for Macintosh.	TX0005409447

1	Adobe PageMaker 7.0 for Windows.	TX0005409446
2	Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
4	Adobe Photoshop : 5.5.	TX0005213806
5	Adobe Photoshop 6.0.	TX0005196369
6	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
7	Adobe Photoshop 7.0 for Windows.	TX0005562148
8	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
9	Adobe Photoshop CS for Macintosh.	TX0005780846
10	Adobe Photoshop CS for Windows.	TX0005780847
11	Adobe Photoshop CS2 for Macintosh.	TX0006131272
12	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
13	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
14	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
15	Adobe Photoshop CS4	TX0006898742
16	Adobe Photoshop CS4 Extended	TX0006898750
17	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
18	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
19	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
20	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
21	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
22	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
23	Adobe Photoshop Macintosh.	TX0003551958
24	Adobe Photoshop Version 3.0 Mac.	TX0003971820
25	Adobe Photoshop Version 3.0 Windows.	TX0003616850
26	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
27	Adobe Photoshop Windows.	TX0003596143
28	Adobe Photoshop.	TX0002897138
	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
	Adobe Soundbooth CS4	TX0006898727
	Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
	GoLive CS2 (Win)	TX0006131269
	Illustrator CS2 (Mac)	TX0006131282

1	Illustrator CS2 (Win)	TX0006131283
2	InCopy CS (Mac)	TX0005780859
3	InCopy CS (Win)	TX0005780858
4	InDesign CS2 (Mac)	TX0006139165
5	Macintosh Distiller.	TX0003893508
6	Macintosh PDF Writer.	TX0003893509
7	Macintosh Reader.	TX0003893511
8	Macromedia ColdFusion MX 7	TX0006201577
9	Macromedia Dreamweaver MX 2004	TX0005852659
10	Macromedia Fireworks MX 2004	TX0005839595
11	Macromedia Flash Lite 2.0	TX0006288632
12	Macromedia Flash Media Server 2	TX0006335779
13	Macromedia Flash MX 2004 Pro	TX0005852657
14	Macromedia RoboHelp HTML X5	TX0005944534
15	Macromedia RoboHelp X5	TX0005944535
16	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
17	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
18	PhotoDeluxe 2.0 (Mac)	TX0004771678
19	PhotoDeluxe 2.0 (Win)	TX0004617316
20	Photoshop CS2 (Win)	TX0006131279
21	Photoshop Elements 5.0	TX0006389641
22	Premiere 7.0	TX0005777909
23	Premiere Elements 3.0	TX0006389647
24	Premiere Pro 1.5	TX0005931988
25	Premiere Pro 2.0	TX0006275628
26	Production Studio 1.0	TX0006277349
27	Shockwave for Director 5.0.	TX0004700912
28	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSIO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREADY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

EXHIBIT C



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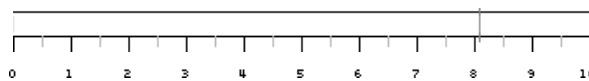
Overall Customer Satisfaction Rating

Six-Month Rating: **0.00 / 10**

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Six-Month Reviews: **3**

Lifetime Reviews: **13**



0 1 2 3 4 5 6 7 8 9 10

All Stores Avg.: 8.18

Lifetime Rating: **0.00 / 10**

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Software Surplus Customer Reviews

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Cole



Sittichai



Dina



Facebook social plugin



Reviewer: [rkeytech77](#)

[PROFILE](#)

7/19/10 11:42 AM


THIS IS A SCAM!! We ordered what we thought was a copy of the MS Office 2010 Professional and received the Academic version AE software on 7/9/2010. We have emailed them with no response as of 7/19/2010. The company came up when we searched through google with google check-out and it listed the Office 2010 Pro version + and no indication it was the Academic Version. You have to navigate their site to their policies & click all the way down on Academic to find out that's what their

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Pleasing A Women (0)
DigitalWay store (42)
SiliconJon's House of Warez (stuffFS) (0)

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company is about. You would not know to do this unless you were looking for it. The images of the product are incorrect & showed us the MS Office 2010 Pro version.

This review was modified by its author, [rkeytech77](#), on 7/23/10 11:29 AM.

Peavey revalver software

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www.maxxsound.net

Ads by Google



Reviewer: [detecsystems](#)

PROFILE

4/20/10 6:11 PM

I am so fed up with this company! I ordered an academic version of Microsoft Project, not knowing it was academic, and returned is within a week. As of today (April 20, 2010) I still haven't received my refund. I gave them 60 days to process the return before I contacted them at which time I was told they had no record of the return so I sent my UPS tracking information to them and they still haven't responded! These people are crooks and I should have heeded the warnings I read online and not purchased from them.

There was nowhere on the description of the product that stated it was an academic version.

They said it's on the online store disclaimer that they are an academic software supplier but after searching the entire site, the only place I could find reference to that fact was on the academic tab. Who's going to look there unless that's what you're looking for?
Deceptive business practices to be sure!



Reviewer: [uhhhwords](#)

PROFILE

2/24/10 1:12 PM

I've bought from this company before back in 2007 or so and got CS3 Premium. There were no problems, they had phone service assuring me that the software was legal and I could even register it with Adobe. When CS4 Master came out, I tried to see from Adobe if I can get some sort of discount since I already had most of the CS3 programs and they referred me to Software Surplus.

Anyways, I bought the FULL CS4 Master Suite from SS on Feb. 4, 2010... received it and it looked as if it were passed around a bunch and when I called Adobe, SS sold me an educational version. I tried contacting them... no response. They didn't even give me a return label.

I filed a dispute on my credit card and contacted Google Checkout. For anyone that has experienced the same thing or similar, I suggest you do the same. Google Checkout is looking into it for me as well as the credit card company.

This review was modified by its author, [uhhhwords](#), on 2/24/10 1:16 PM.



Reviewer: [ANDRADE](#)
([read my 2 reviews](#))

PROFILE

2/1/10 10:50 AM

Still waiting on refund for MS Office 2007 "Academic" version that was a double-charged item and one of those items was returned on 1/11/2010 proof on USPS site but no refund has been forthcoming thus far. I'm prepared to disclose their reputation and file a complaint across the whole WWW if thats what it takes.

GAA



Reviewer: [drummergirrl](#)

PROFILE

7/22/09 11:48 AM

SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE. BUYER BEWARE!!!! I ordered Adobe CS4 online from Software Surplus & rec'd it quickly enough but knew something was wrong when there was no box or manual with the software, just a CD case. I contacted Adobe for help when I had problems installing the software (an incompatibility with Windows) but Adobe informed me the software was registered to someone else and they would not support the software in the future. My computer's hard drive died three months later and was replaced. But when I reloaded the CS4 software, I was unable to register it because of the previous ownership issue. So I contacted Software Surplus a number of times but received no response. So I have paid almost \$1000 for software I can't use. Don't be taken in by their website, it looks legit & payment is made through Google; THEY ARE RUNNING A SCAM!!

This review was modified by its author, [drummergirlr](#), on 7/23/09 8:01 AM.



Reviewer: [gfd](#)

PROFILE

11/7/08 7:27 PM

Order was shipped ground when 2-day service was requested. When I called to inquire about the order, I was told "their system was down, they'll call me back when it's working again." Never heard from them. I kept calling for 3 days to find out where the shipment was. Eventually received the software, no box, no manuals, only discs in the plastic cases. I haven't tried to install because I plan on returning it, but something tells me the serial number doesn't work. This was for Adobe CS3 Master collection, a \$1500 software package. Like everyone else, I will never buy anything from this company again and strongly advise against anyone else doing so as well.



Reviewer: [rcullum](#)

PROFILE

10/7/08 9:04 AM

I ordered a copy of Acrobat Pro 8 from this company and they sent me the "For Education Bundles Only" version of the software.

It clearly stated on the packaging that it was not to be sold separately. I tried to install it on my computer but the license key on the packaging was invalid. I followed their instructions and emailed them twice to get a valid license number and they did not respond.

After 30 days of not hearing from them I returned the software and they refunded my money less \$6.95 shipping and a \$20.00 restocking fee. I'll never buy from them again, as I feel I paid \$26.95 to play the "Place an Order" game on their website.



Reviewer: [WARNING](#)

PROFILE

9/19/08 12:00 PM

WARNING: THIS COMPANY IS NOT REPUTABLE.
SOFTWARE SURPLUS IS USING GOOGLE'S NAME TO MAKE IT APPEAR TO BE A LEGITIMATE ENTERPRISE!
NO COMPANY ADDRESS OR PHONE NUMBER IS PROVIDED BY COMPANY ON WEB SITE OR AT GOOGLE!!!!

Software Surplus made it appear as if it mailed my software by printing out a mailing label, but never physically mailed the software that I had ordered. USPS states, "The U.S. Postal Service was electronically notified by the shipper on September 16, 2008 to expect your package for mailing. This does not indicate receipt by the USPS or the actual mailing date." Paid \$4.95 for "Rush Handling." Was charged \$6.95 for Priority Mail service even though seller's policy states "all orders over \$50.00 qualify for free shipping." My order was for \$239.95.

Software Surplus's Shipping Policy

Software Surplus ships orders directly, we do not rely on 3rd party drop shipping companies, and as a result have some of the fastest order turn around times available. Most orders ship in less than 1 business day. We offer 3 shipping options, and all orders over \$50.00 qualify for free shipping. USPS Priority Mail (\$6.95), which is usually delivered in less than 4 days from the date of sale UPS 2nd day Air which is usually delivered within 3 days of the date of sale. UPS 3 Day Select, which is usually delivered within 4 days of the date of sale.



Reviewer: [nayr](#)

[PROFILE](#)

4/23/08 8:31 PM

I ordered Visio 2007 Professional, and received Visio 2007 Professional ACADEMIC VERSION!!! What baloney! The image of what was shown is different than what I got (red AE warning on top and bottom, but no such thing on the shown image). Software Surplus (or SoftwareSurplus) calls this "Visio 2007 Professional Full Install". Then they had 5 (printed) pages of stuff they probably copied off of Microsoft's web site, and in fine print at the bottom they say "Full Version for Windows, Priced for Academic Users". What a SCAM! You have to scroll down five pages just to get the truth, when the top of the page totally misrepresents what you are going to get!

Other reviews also talked about a "restocking fee", and I'll be posting this complaint everywhere (perhaps with my lawyer) if this is the case!!!



Reviewer: [rezachin](#)
([read my 2 reviews](#))

[PROFILE](#)

12/27/07 11:52 AM

I bought software almost \$ 660.00 but I haven't heard anything from them!!! I've sent them 3 e-mails but it never get reply!!! Anybody knows their real phone number? Thanks!



Reviewer: [implexant](#)
([read my 3 reviews](#))

[PROFILE](#)

12/19/06 12:27 PM

Ordered Acrobat 7.0 Standard (Full Installation). Received Acrobat 8.0 Standard (Academic Version). They refuse to issue RMA without charging a 15% restocking fee. Calling them just wastes my time as I spend hours on hold. Their online system will NOT issue me an RMA number, and their phone system says that I can only obtain an RMA online. Very confusing and deceptive.

This review was modified by its author, [implexant](#), on 12/19/06 12:29 PM.



Reviewer: [SoftPaw](#)
([read my 2 reviews](#))

[PROFILE](#)

6/6/05 5:19 PM

Ordered Windows XP Professional CD full install with SP2 --- received the CD with product key for installation. Attempted to install on brand new computer and CD was defective and would not copy all files, message stating that file on CD was corrupt. Received RMA authorization and RMA number from Software Surplus. Returned defective CD via USPS registered mail with green signature return card affixed by post office to package. Post office was slow in delivering package, but package was delivered and signed for as received by Software Surplus and I received my green return signature card indicating acceptance of return in the mail. Software Surplus has ignored my RMA. I have emailed them numerous times with no response from them. I have attempted to telephone them several times and twice I got through to a message box where I left my name, telephone number, and reason for the call. They have not

responded. They are ignoring me totally. Their website, softwaresurplus.com is still active on the web and they appear to still be selling software. They are located in Las Vegas, Nevada. DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER AS THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP BOTH THE SOFTWARE YOU RETURN AND YOUR MONEY.



Reviewer: [pilartaylor](#)

PROFILE

4/1/05 9:01 AM

i ordered FileMaker Pro 7.0 from Software Surplus after spending a considerable amount of time researching the product and prices. The product was advertised from Software Surplus as a full and registered copy. When I received the product, after paying only 20% less than full retail I received one CD no box and registration number on the sleeve. I could not register this product with FileMaker without the SKU number on the box.

Finally I called Filemaker and they informed me that the registration number was already in use by 7 OTHER PEOPLE. Neat trick, steal serials and sell them for real. I called, explained I wanted a refund and they hung up and refused to answer the phone ever again. DO NOT USE THESE PEOPLE THEY LIE AND STEAL.

Page 1 of 1

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EXHIBIT D



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Software Surplus Online Store

Overall service rating: 
Reviewed by 16 customers


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Overall Rating: 


Software Surplus - awesome prices - a little shady though
by [CyndiA](#) (POPULAR AUTHOR) - [Top 50](#), Jan 07 '06
I recently ran across Software Surplus—guaranteed low prices everyday. I was looking for Adobe Photoshop Elements, and Software Surplus did, in fact, have the best price (\$39.95). And, I'm pretty good darn good at sorting out the prices online and ...
[Read the full review](#)

Overall Rating: 

Great deals...if you meet the qualifications to buy.
by [smartershopper](#), Jan 20 '06
After looking at the products available on this website and reviewing their policies, I decided to purchase elsewhere. Neither I nor the majority of software buyers are qualified to buy their products. This website is legit in that their software ...
[Read the full review](#)

Overall Rating: 

TERRIBLE!!!! Stay away from this Online Retailer!
by [wnqoddes](#), Feb 01 '06
A little shady? A lot shady!!! Horrible customer service and policies! And beware the versions of products they sell, especially if you're not familiar with the different types of software provided. I stumbled across Software Surplus when I was looking ...
[Read the full review](#)

Overall Rating: 


BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!
by [mytake1](#), Aug 16 '07
My worst online shopping experience ever and until now it has not been resolved yet. They still have my \$556.90. I received my order and my name was on the envelope but the content was someone else's order and invoice. I noticed that their return address ...
[Read the full review](#)

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A SMARTER WAY TO SHOP ONLINE

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Certain terms & conditions apply.
Actual offers may vary.
Quantities may be limited.

Overall Rating: 


My worst online shopping experience EVER!

by [sqidqv](#) , Apr 11 '09

I recently ordered a copy of the CS 3.3 Master Suite from Software Surplus. According to the product description and promotional copy on their website, they were selling the "full install" of the software "new in box." Only after I placed the order did I ...

[Read the full review](#)

Express Reviews

Overall Rating: 


A... for AWFUL !!

by [fanebrp](#) , Jan 15 '07

Never received my software. It has been 1 month now. My credit card was charged immediately. The phone no. they gave to Master Card was bogus. They never answered the phone, using the number on their site, nor did they return phone messages. Email to them went unanswered except for 1 nasty unsigned note calling me names. They had time for that.

Better to donate money to your favorite charity, rather than them. Buyer beware really applies here... Amen!

[Read more](#)


Overall Rating: 

Lousy, Lousy company, unprincipled & unworthy of public trust.

by [victoraugustus](#) , Feb 01 '07

This retailer should be removed from the market. I ordered Norton Security Software that installs on up to 3 computers and their web page showed that and when it came it was not what I had ordered. I called them 3 separate days and got an answering machine and left a message. They refused to reply. I sent them an e-mail describing my problem and they replied by saying the software had to be installed on 3 computers of the same person because that was the way the manufacturer designed it. Not true. I went down to Staples and bought the correct version and installed it on 3 computers registered to 3 different persons and all is ok. I sent an e-mail requesting instructions to return their software for a refund and they will not reply. They have the money and to hell with the customer. This company is a no brainer! If you have a problem with your shipment you better forget it because you won't get any response from them. Go to another retailer for your product needs is my recommendation.

[Read more](#)


Overall Rating: 

MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS.

by [myopinion2007](#) , May 18 '07

I purchased (through Google checkout) adobe acrobat software totaling \$179.10. USPS tracking said it was delivered but it was not. The company has no way to contact them except email. I've emailed 4 times and gotten no response at all. I emailed Google checkout twice, the last time asking for their help in mediating. I have not heard from them yet. I am now in the process of submitting a disputed item form with my credit card company. Thankfully I used a virtual account number and not my real mastercard number. This company doesn't care about customer service at all!

[Read more](#)


Overall Rating: 

The worst!

by [dideiv](#) , Oct 30 '08

Software Surplus take your money and doesn't ship you the product. They don't respond to your emails and don't have a phone number to call them. Don't ever buy from them!

[Read more](#)

Overall Rating: 


The absolute worst!!!!

by [ssurplusenemy](#) , Feb 06 '07

Horrible!!!! Buyer beware. This company not only takes your money, it sells you illegal software. I bought software for my daughter for a gift. I didn't buy the correct software. She wanted Adobe Photoshop, but I bought Adobe Professional. The day after Christmas, I tried to return the software. No reply. Several times I tried to return only to find out they don't respond. I went on their website and entered my order number, only to find out it doesn't exist. I tried calling the phone number listed on my bank statement of which my card was billed, and the phone number is bogus.

My original software was sent with a piece of hardware that is unrelated to the software. It is because of license laws with the OEM-labeled software, that requires software to be sold with specific hardware. This company doesn't do this. It sends you software with no retail box, no manufacturer's warranty, no activation key-code, and no manual. Check out other reviews of this company SOFTWARE SURPLUS. They are bad!! This company is running an illegal scam. Too many shady things about this one!!!! Lost about \$235.00

[Read more](#)

Overall Rating: 


The worst I ever have experienced.

by [organistgeorge](#) , May 06 '09

I ordered software for my Windows computer and they sent a Mac version. I wrote to them and their E-mail reply said that upon return of the wrong shipment, they would send the

Windows version plus a check for \$30 to compensate me for my troubles. We returned the software by insured mail, signature required, and the returned card was stamped as received by the UPS store but with no signature. I have sent Software Surplus four E-mails which they have not answered. This morning's was an ultimatum to respond by 3.00 PM Easter Standard Time or I would take action. There has been no reply. They are crooks and somehow they must be brought to light, prosecuted, and jailed.

[Read more](#)

Overall Rating: 

Very BAD!!!!!! DON'T DEAL WITH THEM!!!!


by [rezachin](#) ,Dec 27 '07

I bought almost \$ 660.00 using my CC. I've never heard anything back from them for the past 3 days and I've sent 3 e-mail messages, none of them get a reply!!! How come this store still exists??? Is there anybody knows the real phone number???

UPDATE 12-28-07:

Finally Josh replied to my e-mail after 3 days (sent 3 e-mail messages) and he said "he's on Christmas Vacation!" Wow, how should the customer know because there's no indication on their website that saying "all order will be process on such and such date..."!!! Josh will also refund my CC but I checked with my CC this morning, NOTHING! I already file a dispute and reported this company to Google, FTC & BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!

[Read more](#)


Overall Rating: 

Like to give money away for nothing in return? Here's your place!

by [penneq](#) ,Jan 26 '09

I used to think I was a savvy online shopper, but was too stupid to check these reviews before ordering from Software Surplus. Since I was purchasing something for work I felt compelled to go with the lowest price. They told me CS4 was in stock, took my \$975, even charged me for rush shipping. Then sent an immediate email saying it was out of stock and would arrive, oddly enough, on a date seven days prior to when I ordered it. Tens of emails, three voicemail messages and at least 20 minutes on hold, and I've still never spoken with anyone there. But they've got my almost thousand dollars, and I'm dealing with filling out paperwork to get my credit card company to dispute the charge. **Nothing but crooks.**

[Read more](#)

Overall Rating: 

I will never order from this company again.

by [rcullum](#) ,Oct 07 '08


I ordered Acrobat 8.0 Professional from this company and they shipped me the Educational Version of the software. It clearly states on the packaging that it is not to be sold separately.

I installed the software and the license key on the packaging was invalid. I followed Software Surplus intructions to get a valid license key by emailing them twice. They did not respond.

After 30 days I returned the product and my money was refunded LESS a \$20.00 restocking charge and \$6.95 shipping. I feel like I paid \$26.95 to play a game at their website called "Place an Order"

I will never order from this company again.

[Read more](#)


Overall Rating: 

Do not use this vendor!

by [stormtech](#) ,May 23 '07

We are VERY unsatisfied with Software Surplus. We ordered a copy of Dreamweaver 8, which was shipped promptly, and downloaded fine. However, once we tried to enter in the serial number, we realized that number was missing one character. We e-mailed their company, since that is one of the only ways to contact them, and received one reply, That sounds strange we will contact our vendor. Since then we have sent several e-mails, and once we realized they weren't going to write back, we called 411 with their address, and found they aren't listed. So we tried the phone number listed as their business phone number, and found out that was a jewelry store phone number. Then we tried another phone number listed on their website. That number had been disconnected. We still are not able to use the software.

[Read more](#)


Overall Rating: 

Excellent bargain!

by [welcome34](#) ,Jun 10 '10

I was really scared when I read all of these reviews but I'd already ordered so oh well! Well, we received our copy of Adobe 9 within a week of ordering, it downloaded fine w/ no issues and it was a real copy not educational or anything odd. They also responded to an emailed inquiry regarding shipping within 2 hours so I have to say they were fine to work with in my book and we saved a lot of money using them to buy the software!

[Read more](#)


Overall Rating: 

Terrible. They play up customer service but don't deliver.

by [sammontross](#) ,May 18 '09

Below grade service. Even though their invoice clearly stated my software order was for MAC they sent me a PC version. Not easy to find their phone number to call for help, but once I tracked them down they promised to remedy it immediately. I never heard from them again and it has been 5 weeks. I had bought InDesign and paid rush because we had a specific project. I lost time, money and the cost to rush. Sam Montross

[Read more](#)


Overall Rating: 

WHY IS THIS COMPANY STILL IN BUSINESS????

by [drummergeirrl](#), Jul 23 '09

I ordered Adobe CS4 online from Software Surplus & rec'd it quickly enough but knew something was wrong when there was no box or manual with the software, just a CD case. I contacted Adobe for help when I had problems installing the software (an incompatibility with Windows) but Adobe informed me the software was registered to someone else and they would not support the software in the future. My computer's hard drive died three months later and was replaced. But when I reloaded the CS4 software, I was unable to register it because of the previous ownership issue. So I contacted Software Surplus a number of times but received no response. So I have paid almost \$1000 for software I can't use. Their website looks legit & payment is made through Google so it's easy to be taken in. SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!

[Read more](#)


Overall Rating: 

Very good price's

by [sa9332](#), Mar 23 '08

Great service with great price. My order was processed quickly, and i'm very happy. With these price's there is nothing to complain about. I looked around everywhere and i couldn't find a better price. Package was shipped from california and arrived in 3 days. I paid 159.95 for Adobe acrobat professional 8.0 and got free shipping. I can certainly recommend everybody to order from this web site.

[Read more](#)


Overall Rating: 

Misleading

by [holly14](#), Jun 29 '08

Be carefull! I didn't see anything on their site that indicated there software was for educational purposes only. I didn't find that out until I received the disc. The disc was also labeled that it was part of a bundle and was not to be sold separately. I sent it back since I didn't plan to use it for educational purposes - and that money back guarantee they offer, is minus a \$20 restocking fee!

[Read more](#)


Overall Rating: 

Amazing deals and fast shipping!

by [stevenbrown020](#), Nov 03 '09

I have purchaced several items from these guys and they're great. The online store is simple and works for me. I've been scamed by others usually because the price is to good to be true, but everything has worked out great with these guys so far!

[Read more](#)

Overall Rating: 

CAUTION! CAUTION! CAUTION!

by [logicalits](#), Jul 03 '09

I would only purchase from this company if you like to be ripped-off, recevie no response to request and have to be Sherlock Holmes to track down a phone number. I attempted three separate times to find out why my overnight order from two weeks ago still hasn't shown-up. To date, I have received zero response. Google their company name and you will see that I am not the first one to have a problem with them. I will NEVER purchase from them again.

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

J. Andrew Coombs (SBN 123881)
andy@coombspc.com
 Annie S. Wang (SBN 243027)
annie@coombspc.com
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 Telephone: (702) 791-0308
 Facsimile: (702) 791-1912

Attorneys for Plaintiff
 Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

Adobe Systems Incorporated,

 Plaintiff,
 v.
 Joshua Christenson, et al.,

 Defendants.

Case No. 2:10-CV-0422-LRH-LRL

 PLAINTIFF'S FIRST SET OF
 REQUESTS FOR ADMISSION TO
 DEFENDANT CHRISTENSON

Joshua Christenson, et al.,

 Counterclaimants,
 v.
 Adobe Systems Incorporated, et al.,

 Counterdefendants.

PROPOUNDING PARTY: Adobe Systems Incorporated

RESPONDING PARTY: Joshua Christenson, an individual and d/b/a
www.softwaresurplus.com

SET NO.: One

Pursuant to Fed. R. Civ. P. 36, PLAINTIFF Adobe Systems Incorporated (“ADOBE” or “PLAINTIFF”) hereby requests that Defendant Joshua Christenson, an individual and d/b/a www.softwaresurplus.com (“Defendant”) answer the following admissions of fact. The matters of which these admissions are requested shall be deemed admitted unless answered within thirty (30) days after service of this request, and served upon PLAINTIFF’S counsel at the offices of J. Andrew Coombs, J. Andrew Coombs, A Professional Corporation, 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

A. Definitions

1. “ADOBE” or “PLAINTIFF” means and refers to Adobe Systems Incorporated.
2. “DEFENDANT” means and refers to Defendant Joshua Christenson, an individual and d/b/a www.softwaresurplus.com.
3. “DEFENDANTS” means and refers to DEFENDANT and co- Defendant Software Surplus Inc.
4. “COPYRIGHTS” means and refers to the copyrights owned by PLAINTIFF, including, but not limited to, those listed in Exhibit A attached hereto.
5. “TRADEMARKS” means and refers to the trademarks owned by PLAINTIFF, specifically including the trademarks evidenced by registrations listed in Exhibit B attached hereto.
6. “YOU” and “YOUR” mean and refer to DEFENDANT, YOUR predecessors and those persons, organizations or corporations in active concert or participation with YOU, or acting or purporting to act, directly or indirectly, on YOUR behalf, including officers, agents, servants, consultants, employees or representatives.

7. “DISPUTED PRODUCT” means and refers to merchandise, manufactured, imported, sold and/or offered for sale, and/or distributed by YOU which uses, depicts, embodies, includes or reproduces any of the TRADEMARKS or COPYRIGHTS, confusingly similar reproductions of any of the TRADEMARKS or COPYRIGHTS, or any unauthorized copies of any of the TRADEMARKS or COPYRIGHTS.
8. “COMPLAINT” means and refers to the Complaint filed by PLAINTIFF against DEFENDANT in this action.
9. “ANSWER” or “COUNTERCLAIMS” means and refers to Defendants’ “Answer, Counterclaim, and Third-Party Complaint” filed on or about May 4, 2010, and as amended on June 8, 2010, and improperly amended again on June 14, 2010.
10. “PRESS RELEASE” means and refers to the press release referenced in Defendants’ COUNTERCLAIMS.
11. “NET PROFIT” means the total profit after deducting all costs from gross receipts.

B. Instructions

1. If YOU are unable to admit any of the following statements of fact, YOU are to specifically deny the statements of fact or set forth in detail the reasons why YOU cannot truthfully admit the truth of any such statements. If YOU must qualify an answer or deny only a part of the statement of fact, YOU shall specify so much of it as is true and qualify or deny the remainder. YOU may not give lack of information or knowledge as a reason for failure to admit or deny unless YOU state that YOU have made reasonable inquiry and that the information known or easily obtainable by YOU is insufficient to enable YOU to admit or deny the statement of fact. If an objection is made, the reasons therefore shall be stated.
2. In construing the following statements of fact: (a) the singular shall include the plural and the plural shall include the singular; (b) the masculine, feminine or neuter pronouns shall not exclude the other genders; and (c) regardless of the tense

employed, all verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.

C. Requests for Admissions

1. PLAINTIFF owns valid and effective copyright registrations for the copyrights listed in Exhibit A attached hereto.

2. PLAINTIFF owns valid and effective trademark registrations for the trademarks listed in Exhibit B attached hereto.

3. Plaintiff owns copyright registration TX0004001286 for Acrobat Catalog for Windows.

4. Plaintiff owns copyright registration TX0001644799 for Acrobat.

5. Plaintiff owns copyright registration TX0006390830 for Adobe Acrobat 8 Professional for Macintosh.

6. Plaintiff owns copyright registration TX0006390827 for Adobe Acrobat 8 Professional for Windows.

7. Plaintiff owns copyright registration TX0006390829 for Adobe Acrobat 8 Standard for Macintosh.

8. Plaintiff owns copyright registration TX0006390828 for Adobe Acrobat 8 Professional for Windows.

9. Plaintiff owns copyright registration TX0006277334 for Adobe After Effects : 7.0 Professional for Windows.

10. Plaintiff owns copyright registration TX0005777908 for Adobe After Effects : Version 6.0 for Macintosh.

11. Plaintiff owns copyright registration TX0005777907 for Adobe After Effects : Version 6.0 for Windows.

12. Plaintiff owns copyright registration TX0006277333 for Adobe After Effects 7.0 Standard for Macintosh.

1 13. Plaintiff owns copyright registration TX0006277335 for Adobe After Effects 7.0
2 Standard for Windows.

3 14. Plaintiff owns copyright registration TX0006457851 for Adobe After Effects CS3
4 Professional for Windows and Macintosh.

5 15. Plaintiff owns copyright registration TX0006457918 for Adobe Creative Suite 3
6 Master Collection for Windows and Macintosh.

7 16. Plaintiff owns copyright registration TX0006898921 for Adobe Creative Suite 4
8 Design Premium.

9 17. Plaintiff owns copyright registration TX0006898808 for Adobe Creative Suite 4
10 Design Standard.

11 18. Plaintiff owns copyright registration TX0006898920 for Adobe Creative Suite 4
12 Master Collection.

13 19. Plaintiff owns copyright registration TX0006898757 for Adobe Creative Suite 4
14 Production Premium.

15 20. Plaintiff owns copyright registration TX0006898805 for Adobe Creative Suite 4
16 Web Premium.

17 21. Plaintiff owns copyright registration TX0005844481 for Adobe Creative Suite for
18 Macintosh.

19 22. Plaintiff owns copyright registration TX0005844480 for Adobe Creative Suite for
20 Windows.

21 23. Plaintiff owns copyright registration TX0006898688 for Adobe Dreamweaver CS4.

22 24. Plaintiff owns copyright registration TX0006898725 for Adobe Encore CS4.

23 25. Plaintiff owns copyright registration TX0006898722 for Adobe Fireworks CS4.

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25 Professional for Windows and Macintosh.

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47. Plaintiff owns copyright registration TX0006139165 for InDesign CS2 (Mac).
48. Plaintiff owns copyright registration TX0005777909 for Premiere 7.0.

- 1 49. Plaintiff owns copyright registration TX0006275628 for Premiere Pro 2.0.
- 2 50. Plaintiff owns trademark registration 2,081,343 for "A".
- 3 51. Plaintiff owns trademark registration 1,988,710 for "A".
- 4 52. Plaintiff owns trademark registration 3,032,288 for "A".
- 5 53. Plaintiff owns trademark registration 1,901,149 for "A Adobe".
- 6 54. Plaintiff owns trademark registration 1,852,943 for "A".
- 7 55. Plaintiff owns trademark registration 1,988,711 for "A".
- 8 56. Plaintiff owns trademark registration 2,068,523 for "ACROBAT".
- 9 57. Plaintiff owns trademark registration 1,833,219 for "ACROBAT".
- 10 58. Plaintiff owns trademark registration 1,475,793 for "ADOBE".
- 11 59. Plaintiff owns trademark registration 1,486,895 for "ADOBE".
- 12 60. Plaintiff owns trademark registration 1,956,216 for "ADOBE".
- 13 61. Plaintiff owns trademark registration 1,988,712 for "ADOBE".
- 14 62. Plaintiff owns trademark registration 3,029,061 for "ADOBE".
- 15 63. Plaintiff owns trademark registration 1,479,408 for "ADOBE ILLUSTRATOR".
- 16 64. Plaintiff owns trademark registration 1,651,380 for "ADOBE PHOTOSHOP".
- 17 65. Plaintiff owns trademark registration 1,769,184 for "ADOBE PREMIERE".
- 18 66. Plaintiff owns trademark registration 1,970,781 for "AFTER EFFECTS".
- 19 67. Plaintiff owns trademark registration 3,143,377 for "CONTRIBUTE".
- 20 68. Plaintiff owns trademark registration 3,111,341 for "CREATIVE SUITE".
- 21 69. Plaintiff owns trademark registration 2,294,926 for "DREAMWEAVER".
- 22 70. Plaintiff owns trademark registration 2,949,766 for "ENCORE".
- 23 71. Plaintiff owns trademark registration 2,043,911 for "FIREWORKS".
- 24 72. Plaintiff owns trademark registration 2,855,434 for "FLASH".
- 25 73. Plaintiff owns trademark registration 2,852,245 for "FLASH".
- 26 74. Plaintiff owns trademark registration 3,473,651 for "FLASH LITE".
- 27 75. Plaintiff owns trademark registration 2,060,488 for "ILLUSTRATOR".
- 28

- 1 76. Plaintiff owns trademark registration 2,439,079 for “INDESIGN”.
- 2 77. Plaintiff owns trademark registration 3,288,605 for “LIGHTROOM”.
- 3 78. Plaintiff owns trademark registration 3,427,904 for “P”.
- 4 79. Plaintiff owns trademark registration 1,850,242 for “PHOTOSHOP”.
- 5 80. Plaintiff owns trademark registration 2,920,764 for “PHOTOSHOP”.
- 6 81. Plaintiff owns trademark registration 3,350,284 for “SOUNDBOOTH”.
- 7 82. YOU advertised DISPUTED PRODUCT.
- 8 83. YOU offered for sale DISPUTED PRODUCT.
- 9 84. YOU sold DISPUTED PRODUCT.
- 10 85. YOU distributed DISPUTED PRODUCT.
- 11 86. YOU did not have permission from PLAINTIFF to advertise the DISPUTED
- 12 PRODUCT.
- 13 87. YOU did not have permission from PLAINTIFF to offer for sale the DISPUTED
- 14 PRODUCT.
- 15 88. YOU did not have permission from PLAINTIFF to sell the DISPUTED PRODUCT.
- 16 89. YOU did not have permission from PLAINTIFF to distribute the DISPUTED
- 17 PRODUCT.
- 18 90. YOU did not have permission from PLAINTIFF to advertise any product.
- 19 91. YOU did not have permission from PLAINTIFF to offer for sale any product.
- 20 92. YOU did not have permission from PLAINTIFF to sell any product.
- 21 93. YOU did not have permission from PLAINTIFF to distribute any product.
- 22 94. YOU earned a profit from the sale of the DISPUTED PRODUCT and each of them.
- 23 95. YOU earned a NET PROFIT in excess of \$50,000.00 from the sale of the
- 24 DISPUTED PRODUCT.
- 25 96. YOU earned a NET PROFIT in excess of \$100,000.00 from the sale of the
- 26 DISPUTED PRODUCT.
- 27
- 28

1 97. YOU earned a NET PROFIT in excess of \$200,000.00 from the sale of the
2 DISPUTED PRODUCT.

3 98. YOU earned a NET PROFIT in excess of \$500,000.00 from the sale of the
4 DISPUTED PRODUCT.

5 99. YOU earned a NET PROFIT in excess of \$1,000,000.00 from the sale of the
6 DISPUTED PRODUCT.

7 100. PLAINTIFF owns the exclusive rights to reproduce, distribute or license the
8 reproduction and distribution of the COPYRIGHTS in the United States.

9 101. YOUR advertisement of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
10 rights in the COPYRIGHTS.

11 102. YOUR offer for sale DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
12 rights in the COPYRIGHTS.

13 103. YOUR sale of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in
14 the COPYRIGHTS.

15 104. YOUR distribution of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
16 rights in the COPYRIGHTS.

17 105. PLAINTIFF owns the exclusive right to reproduce, distribute or license the
18 reproduction and distribution of product bearing any of the TRADEMARKS in the United States.

19 106. YOUR advertisement of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
20 rights in the TRADEMARKS.

21 107. YOUR offer for sale DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
22 rights in the TRADEMARKS.

23 108. YOUR sale of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in
24 the TRADEMARKS.

25 109. YOUR distribution of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive
26 rights in the TRADEMARKS.

27 110. YOU sold unauthorized copies of PLAINTIFF'S software.
28

1 111. YOU sold unlicensed product bearing at least one of the TRADEMARKS.

2 112. YOU sold unlicensed product that contained at least one of the copyrighted software
3 programs owned by PLAINTIFF.

4 113. The DISPUTED PRODUCT was once licensed by Adobe.

5 114. The license under which the DISPUTED PRODUCT was distributed prohibited its
6 sale.

7 115. The license under which the DISPUTED PRODUCT was distributed prohibited its
8 sale by YOU.

9 116. www.softwaresurplus.com is YOUR website.

10 117. YOU own www.softwaresurplus.com.

11 118. YOU operate www.softwaresurplus.com.

12 119. www.softwaresurplus.com accepts payment using the services of PayPal, Inc.

13 120. www.softwaresurplus.com accepts payment using the services of Google Checkout.

14 121. www.softwaresurplus.com accepts payment using the services of Yahoo! Inc.

15 122. Payment for sales on www.softwaresurplus.com were accepted using other accounts
16 not listed herein.

17 123. YOU facilitated the sale of DISPUTED PRODUCT through YOUR website,
18 www.softwaresurplus.com.

19 124. YOU collected money from the sale of DISPUTED PRODUCT through YOUR
20 website, www.softwaresurplus.com.

21 125. YOU offered for sale DISPUTED PRODUCT through websites other than
22 www.softwaresurplus.com.

23 126. YOU offered for sale DISPUTED PRODUCT through venues other than
24 www.softwaresurplus.com.

25 127. YOU sold DISPUTED PRODUCT through websites other than
26 www.softwaresurplus.com.

1 128. YOU sold DISPUTED PRODUCT through venues other than
2 www.softwaresurplus.com.

3 129. YOU purchased keywords that were the same as one of the TRADEMARKS for
4 advertising purposes.

5 130. YOU used at least one of the TRADEMARKS in YOUR listings for software on
6 www.softwaresurplus.com.

7 131. YOU completed sales of the DISPUTED PRODUCT through the website
8 www.softwaresurplus.com.

9 132. YOU completed sales of the DISPUTED PRODUCT through websites other than
10 www.softwaresurplus.com.

11 133. Prior to the filing of the COMPLAINT against YOU, YOU knew that the
12 DISPUTED PRODUCT constituted unauthorized product.

13 134. Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
14 sale of at least some of the DISPUTED PRODUCT constituted copyright infringement.

15 135. Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
16 sale of at least some of the DISPUTED PRODUCT constituted trademark infringement.

17 136. Even after learning of concerns regarding the legitimacy of the DISPUTED
18 PRODUCT, YOU continued to sell the DISPUTED PRODUCT.

19 137. Even after learning of concerns regarding the legitimacy of the DISPUTED
20 PRODUCT, YOU continued to advertise for sale the DISPUTED PRODUCT.

21 138. At least some of the products advertised for sale by YOU are unauthorized copies of
22 the COPYRIGHTS.

23 139. At least some of the products advertised for sale by YOU use unauthorized copies of
24 the TRADEMARKS.

25 140. YOU purchased the DISPUTED PRODUCT at prices below retail prices at the time
26 of purchase.

27 141. YOU shipped the DISPUTED PRODUCT to YOUR customers.
28

1 142. YOU imported DISPUTED PRODUCT.

2 143. YOU exported DISPUTED PRODUCT.

3 144. YOU did not always obtain proof of academic affiliation before accepting payment
4 for DISPUTED PRODUCT identified as an educational or academic version.

5 145. YOU never obtained proof of academic affiliation before accepting payment for
6 DISPUTED PRODUCT identified as an educational or academic version.

7 146. YOU did not always obtain proof of academic affiliation before shipping to a
8 customer DISPUTED PRODUCT identified as an educational or academic version.

9 147. YOU never obtained proof of academic affiliation before shipping DISPUTED
10 PRODUCT identified as an educational or academic version to a customer.

11 148. YOU advertised Adobe software product as a "Full" version when it was an
12 academic version.

13 149. YOU sold Adobe product in DVD cases alone.

14 150. OEM software is distributed with specific hardware.

15 151. OEM software is not to be unbundled from the hardware it came with.

16 152. YOU sold OEM Adobe product without the accompanying original hardware.

17 153. YOU sold Adobe product that differed from retail versions.

18 154. YOU sold Adobe product with packaging that differed from their retail equivalents.

19 155. YOU sold Adobe product that stated on its packaging that it was "Made in
20 Singapore".

21 156. Adobe did not draft the PRESS RELEASE.

22 157. Adobe did not approve the PRESS RELEASE.

23 158. Adobe's approval was never required for the PRESS RELEASE.

24 159. Adobe did not issue the PRESS RELEASE.

25 160. Adobe did not publish the PRESS RELEASE.

26 161. Adobe did not comment in the PRESS RELEASE.

27 162. Adobe did not have anything to do with the PRESS RELEASE.
28

1 163. The reviews attached hereto as Exhibit C were posted on resellerratings.com.

2 164. Individuals identifying themselves as YOUR customers have posted complaints
3 about YOUR company at http://www.resellerratings.com/store/Software_Surplus (hereinafter
4 “resellerratings.com”).

5 165. Individuals identifying themselves as YOUR customers have posted complaints
6 about YOU at resellerratings.com.

7 166. The resellerratings.com reviews for softwaresurplus.com included one post dated
8 7/19/10 that stated “THIS IS A SCAM!!”

9 167. The resellerratings.com reviews for softwaresurplus.com included one post dated
10 4/20/10 that stated “These people are crooks and I should have heeded the warnings I read online
11 and not purchased from them.”

12 168. The resellerratings.com reviews for softwaresurplus.com included one post dated
13 4/20/10 that stated “Deceptive business practices to be for sure!”

14 169. The resellerratings.com reviews for softwaresurplus.com included one post dated
15 2/1/10 that stated “Still waiting on refund for MS Office 2007 “Academic” version that was a
16 double-charged item and one of those items was returned on 1/11/2010 proof on USPS site but no
17 refund has been forthcoming thus far. I’m prepared to disclose their reputation and file a complaint
18 across the whole WWW if thats what it takes.”

19 170. The resellerratings.com reviews for softwaresurplus.com included one post dated
20 7/22/09 that stated “SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE.
21 BUYER BEWARE!!!”

22 171. The resellerratings.com reviews for softwaresurplus.com included one post dated
23 7/22/09 that stated “THEY ARE RUNNING A SCAM!!”

24 172. The resellerratings.com reviews for softwaresurplus.com included one post dated
25 11/7/08 that stated “Like everyone else, I will never buy anything from this company again and
26 strongly advise against anyone else doing so as well.”
27
28

1 173. The resellerratings.com reviews for softwaresurplus.com included one post dated
2 9/19/08 that stated "WARNING: THIS COMPANY IS NOT REPUTABLE."

3 174. The resellerratings.com reviews for softwaresurplus.com included one post dated
4 4/23/08 that stated "I ordered Visio 2007 Professional, and received Visio 2007 Professional
5 ACADEMIC VERSION!!! What baloney!"

6 175. The resellerratings.com reviews for softwaresurplus.com included one post dated
7 12/19/06 that stated "Very confusing and deceptive."

8 176. The resellerratings.com reviews for softwaresurplus.com included one post dated
9 6/6/05 that stated "DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER AS
10 THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP BOTH
11 THE SOFTWARE YOU RETURN AND YOUR MONEY."

12 177. The resellerratings.com reviews for softwaresurplus.com included one post dated
13 4/1/05 that stated "DO NOT USE THESE PEOPLE THEY LIE AND STEAL."

14 178. The reviews attached hereto as Exhibit D were posted on epinions.com.

15 179. Individuals identifying themselves as YOUR customers have posted complaints
16 about YOUR company at
17 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
18 (hereinafter "epinions.com").

19 180. Individuals identifying themselves as YOUR customers have posted complaints
20 about YOU at epinions.com.

21 181. The epinions.com reviews for Software Surplus Online Store included one post
22 dated Feb 01 '06 that stated "TERRIBLE!!!! Stay away from this Online Retailer!"

23 182. The epinions.com reviews for Software Surplus Online Store included one post
24 dated Aug 16 '07 that stated "BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!"

25 183. The epinions.com reviews for Software Surplus Online Store included one post
26 dated Apr 11 '09 that stated "I wish I'd researched them more carefully, rather than taking the
27 "unbiased reviews" on their website at face value. Caveat emptor!"
28

1 184. The epinions.com reviews for Software Surplus Online Store included one post
2 dated Jan 15 '07 that stated "A... for AWFUL !!"

3 185. The epinions.com reviews for Software Surplus Online Store included one post
4 dated May 18 '07 that stated "MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE
5 SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS."

6 186. The epinions.com reviews for Software Surplus Online Store included one post
7 dated Feb 1 '07 that stated "Lousy, Lousy company, unprincipaled & unworthy of public trust."

8 187. The epinions.com reviews for Software Surplus Online Store included one post
9 dated Feb 6 '07 that stated "They are bad!! This company is running an illegal scam. Too many
10 shady things about this one!!!!"

11 188. The epinions.com reviews for Software Surplus Online Store included one post
12 dated May 6 '09 that stated "They are crooks and somehow they must be brought to light,
13 prosecuted, and jailed."

14 189. The epinions.com reviews for Software Surplus Online Store included one post
15 dated Dec 27 '07 that stated "I already file a dispute and reported this company to Google, FTC &
16 BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!"

17 190. The epinions.com reviews for Software Surplus Online Store included one post
18 dated Jan 26 '09 that stated "**Nothing but crooks.**"

19 191. The epinions.com reviews for Software Surplus Online Store included one post
20 dated Jul 23 '09 that stated "SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!"

21 192. A link for the reviews at http://www.resellerratings.com/store/Software_Surplus
22 appear on the first page of a Google search for the search terms "software surplus."

23 193. A link for the reviews at
24 http://www0.epinions.com/Software_Surplus_Online_Store/sec_~opinion_list/pp_~1/pa_~1#list
25 appear on the first page of a Google search for the search terms "software surplus."

26 194. YOU have not suffered any special damages as a result of the PRESS RELEASE.
27
28

1 195. None of the statements made in the PRESS RELEASE were made with actual
2 malice.

3 196. The Software & Information Industry Association had a good faith belief in the
4 truth of the statements contained in PRESS RELEASE.

5 197. The PRESS RELEASE does not state that YOU sold counterfeits.

6 198. YOU were sued by Adobe for copyright infringement among other things.

7 199. YOU were sued by Adobe for trademark infringement among other things.

8 200. YOU were sued by Adobe for the sale of unauthorized copies of Adobe's software.

9 201. Adobe's COMPLAINT alleges that you knowingly sold unauthorized copies of
10 Adobe's software.

11 202. ADOBE's COMPLAINT charged YOU with knowingly engaging in copyright
12 infringement through the fraudulent sale of Adobe software.

13 203. All of the statements in the PRESS RELEASE were true.

14
15 DATED:

August 24, 2010

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff and Counterdefendant Adobe
Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821

1	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
2	Adobe Acrobat Fill in 4.0.	TX0004241942
3	Adobe Acrobat Inroduction 1.0.	TX0005200942
4	Adobe Acrobat Messenger 1.0.	TX0005241268
5	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
6	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
7	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
8	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
9	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
10	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
11	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
12	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
13	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
14	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
15	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
16	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
17	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
19	Adobe ActiveShare 1.5 for Windows.	TX0005267528
20	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
21	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
22	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
23	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
24	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
25	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
26	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
27	Adobe After Effects 3.0 for Macintosh.	TX0004643401
28	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
	Adobe After Effects Version 6.5 for Windows.	TX0005934787
	Adobe AlterCast 1.5 for Solaris.	TX0005520581
	Adobe AlterCast 1.5 for Windows.	TX0005520583
	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
	Adobe Atmosphere 1.0 for Windows.	TX0005780857
	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
	Adobe Audition 1.0 for Windows.	TX0005777207
	Adobe Audition 1.5 for Windows.	TX0005932189
	Adobe Audition 2.0 for Windows.	TX0006277359
	Adobe Audition 3.0 for Windows.	TX0006816095
	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309

1	Adobe Captivate 2 for Windows.	TX0006390833
2	Adobe Carlson Regular.	TX0003374876
3	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
4	Adobe Caslon Alternate Bold.	TX0003501547
5	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
6	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
7	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
8	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
9	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
10	Adobe Creative Suite 3 Master Collection for Windows and Macintosh	TX0006457918
11	Adobe Creative Suite 4 Design Premium	TX0006898921
12	Adobe Creative Suite 4 Design Standard	TX0006898808
13	Adobe Creative Suite 4 Master Collection	TX0006898920
14	Adobe Creative Suite 4 Production Premium	TX0006898757
15	Adobe Creative Suite 4 Web Premium	TX0006898805
16	Adobe Creative Suite 4 Web Standard	TX0006898771
17	Adobe Creative Suite for Macintosh.	TX0005844481
18	Adobe Creative Suite for Windows.	TX0005844480
19	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
20	Adobe Dreamweaver CS4	TX0006898688
21	Adobe Encore CS4	TX0006898725
22	Adobe Exchange 2.0 for Windows.	TX0003961129
23	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
24	Adobe Fireworks CS4	TX0006898722
25	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
26	Adobe Flash CS4 Professional	TX0006898680
27	Adobe Flash Media Encoder 1.0.	TX0006526716
28	Adobe Flash Player 10	TX0006898686
29	Adobe Flash Player 9 for Linux.	TX0006476523
30	Adobe Flash Player 9 for Solaris.	TX0006457897
31	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
32	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
33	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
34	Adobe Illustrator 10 for Macintosh.	TX0005446858
35	Adobe Illustrator 10 for Windows.	TX0005446857
36	Adobe Illustrator 3.0.	TX0003000202
37	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
38	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
39	Adobe Illustrator CS for Macintosh.	TX0005780817
40	Adobe Illustrator CS for Windows.	TX0005780806
41	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
42	Adobe Illustrator CS4	TX0006898753
43	Adobe Illustrator.	TX0003380406
44	Adobe InCopy CS4	TX0006898732
45	Adobe InDesign CS4	TX0006898737
46	Adobe OnLocation CS4	TX0006898756
47	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
48	Adobe PageMaker 6.5 Macintosh.	TX0004524555
49	Adobe PageMaker 7.0 for Macintosh.	TX0005409447

1	Adobe PageMaker 7.0 for Windows.	TX0005409446
2	Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
3	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
4	Adobe Photoshop : 5.5.	TX0005213806
5	Adobe Photoshop 6.0.	TX0005196369
6	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
7	Adobe Photoshop 7.0 for Windows.	TX0005562148
8	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
9	Adobe Photoshop CS for Macintosh.	TX0005780846
10	Adobe Photoshop CS for Windows.	TX0005780847
11	Adobe Photoshop CS2 for Macintosh.	TX0006131272
12	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
13	Adobe Photoshop CS3 Extended for Windows and Macintosh.	TX0006528612
14	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
15	Adobe Photoshop CS4	TX0006898742
16	Adobe Photoshop CS4 Extended	TX0006898750
17	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
18	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
19	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
20	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
21	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
22	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
23	Adobe Photoshop Macintosh.	TX0003551958
24	Adobe Photoshop Version 3.0 Mac.	TX0003971820
25	Adobe Photoshop Version 3.0 Windows.	TX0003616850
26	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
27	Adobe Photoshop Windows.	TX0003596143
28	Adobe Photoshop.	TX0002897138
	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0004068613
	Adobe Premiere Pro CS4	TX0006898667
	Adobe Soundbooth CS3 for Windows and Macintosh	TX0006457903
	Adobe Soundbooth CS4	TX0006898727
	Adobetyping Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adobe PhotoDeluxe, V1.0.	TX0004809739
	Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
	GoLive CS2 (Win)	TX0006131269
	Illustrator CS2 (Mac)	TX0006131282

1	Illustrator CS2 (Win)	TX0006131283
2	InCopy CS (Mac)	TX0005780859
3	InCopy CS (Win)	TX0005780858
4	InDesign CS2 (Mac)	TX0006139165
5	Macintosh Distiller.	TX0003893508
6	Macintosh PDF Writer.	TX0003893509
7	Macintosh Reader.	TX0003893511
8	Macromedia ColdFusion MX 7	TX0006201577
9	Macromedia Dreamweaver MX 2004	TX0005852659
10	Macromedia Fireworks MX 2004	TX0005839595
11	Macromedia Flash Lite 2.0	TX0006288632
12	Macromedia Flash Media Server 2	TX0006335779
13	Macromedia Flash MX 2004 Pro	TX0005852657
14	Macromedia RoboHelp HTML X5	TX0005944534
15	Macromedia RoboHelp X5	TX0005944535
16	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
17	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
18	PhotoDeluxe 2.0 (Mac)	TX0004771678
19	PhotoDeluxe 2.0 (Win)	TX0004617316
20	Photoshop CS2 (Win)	TX0006131279
21	Photoshop Elements 5.0	TX0006389641
22	Premiere 7.0	TX0005777909
23	Premiere Elements 3.0	TX0006389647
24	Premiere Pro 1.5	TX0005931988
25	Premiere Pro 2.0	TX0006275628
26	Production Studio 1.0	TX0006277349
27	Shockwave for Director 5.0.	TX0004700912
28	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
2,081,343	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,988,710	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
3,032,288	"A" (SQUARE DESIGN)	Adobe Systems Incorporated
1,901,149	"A" ADOBE and Design	Adobe Systems Incorporated
1,852,943	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
1,988,711	"A" STYLIZED (ACROBAT DESIGN)	Adobe Systems Incorporated
2,825,116	1-STEP ROBOPDF	eHelp Corporation
2,704,585	360CODE	Adobe Systems Incorporated
2,757,422	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,757,423	6-DOT CIRCLE DESIGN	Adobe Systems Incorporated
2,068,523	ACROBAT	Adobe Systems Incorporated
1,833,219	ACROBAT	Adobe Systems Incorporated
1,997,398	ACROBAT CAPTURE	Adobe Systems Incorporated
2,754,764	ACROBAT MESSENGER	Adobe Systems Incorporated
3,380,847	ACTIONSRIPT	Adobe Systems Incorporated
2,206,045	ACTIVEEDIT	Macromedia, Inc.
2,551,513	ACTIVESHARE	Adobe Systems Incorporated
2,221,926	ACTIVETEST	Macromedia, Inc.
1,475,793	ADOBE	Adobe Systems Incorporated
1,486,895	ADOBE	Adobe Systems Incorporated
1,956,216	ADOBE	Adobe Systems Incorporated
1,988,712	ADOBE	Adobe Systems Incorporated
3,029,061	ADOBE	Adobe Systems Incorporated
2,861,671	ADOBE AUDITION	Adobe Systems Incorporated
1,855,098	ADOBE DIMENSIONS	Adobe Systems Incorporated
2,916,709	ADOBE ENCORE	Adobe Systems Incorporated
1,631,416	ADOBE GARAMOND	Adobe Systems Incorporated
1,479,408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
3,065,143	ADOBE LIVECYCLE	Adobe Systems Incorporated
1,673,308	ADOBE ORIGINALS DESIGN	Adobe Systems Incorporated
1,651,380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1,769,184	ADOBE PREMIERE	Adobe Systems Incorporated
2,722,546	ADOBE STUDIO	Adobe Systems Incorporated
2,725,810	ADOBE STUDIO	Adobe Systems Incorporated
2,725,811	ADOBE STUDIO	Adobe Systems Incorporated
1,605,378	ADOBE TYPE MANAGER	Adobe Systems Incorporated
1,707,807	ADOBE WOOD TYPE	Adobe Systems Incorporated
1,970,781	AFTER EFFECTS	Adobe Systems Incorporated
1,481,416	ALDUS	Adobe Systems Incorporated
1,483,149	ALDUS AND HEAD LOGO	Adobe Systems Incorporated
1,483,150	ALDUS HEAD LOGO	Adobe Systems Incorporated
1,977,310	ALEXA	Adobe Systems Incorporated
2,234,653	ANDREAS	Adobe Systems Incorporated
3,438,976	ARNO	Adobe Systems Incorporated
2,814,007	ATMOSPHERE	Adobe Systems Incorporated
1,961,762	AUTHORWARE	Adobe Systems Incorporated
2,034,149	BALZANO	Adobe Systems Incorporated
2,137,197	BANSHEE	Adobe Systems Incorporated

1	2,024,607	BENSON SCRIPTS	Adobe Systems Incorporated
2	2,137,890	BICKHAM SCRIPT	Adobe Systems Incorporated
3	1,692,614	BIRCH	Adobe Systems Incorporated
4	1,692,613	BLACKOAK	Adobe Systems Incorporated
5	2,523,062	BLUE ISLAND	Adobe Systems Incorporated
6	3,065,084	BREEZE	Adobe Systems Incorporated
7	2,864,988	BREEZE	Adobe Systems Incorporated
8	2,799,082	BRIOSIO	Adobe Systems Incorporated
9	3,422,754	BUZZWORD	Adobe Systems Incorporated
10	1,892,606	CAFLISCH SCRIPT	Adobe Systems Incorporated
11	2,449,593	CALCITE	Adobe Systems Incorporated
12	1,982,999	CALIBAN	Adobe Systems Incorporated
13	3,184,511	CAPTIVATE	Adobe Systems Incorporated
14	3,136,772	CAPTIVATE	Adobe Systems Incorporated
15	3,189,917	CAPTIVATE	Adobe Systems Incorporated
16	1,582,280	CARTA	Adobe Systems Incorporated
17	2,635,948	CERTIFIED ROBOHELP INSTRUCTOR	eHelp Corporation
18	2,089,496	CHAPARRAL	Adobe Systems Incorporated
19	1,629,024	CHARLEMAGNE	Adobe Systems Incorporated
20	1,901,215	CLASSROOM IN A BOOK	Adobe Systems Incorporated
21	2,637,308	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
22	2,557,911	CLEARLY ADOBE IMAGING and Design	Adobe Systems Incorporated
23	2,993,457	CO-AUTHOR	Adobe Systems Incorporated
24	1,971,442	COLD FUSION	Adobe Systems Incorporated
25	2,113,033	CONGA BRAVA	Adobe Systems Incorporated
26	3,143,377	CONTRIBUTE	Adobe Systems Incorporated
27	1,982,985	COPAL	Adobe Systems Incorporated
28	2,164,702	CORIANDER	Adobe Systems Incorporated
	1,628,152	COTTONWOOD	Adobe Systems Incorporated
	3,111,341	CREATIVE SUITE	Adobe Systems Incorporated
	1,873,167	CRITTER	Adobe Systems Incorporated
	2,093,645	CRONOS	Adobe Systems Incorporated
	1,665,322	CUSTOMERFIRST (Stylized)	Adobe Systems Incorporated
	1,600,438	DIRECTOR	Adobe Systems Incorporated
	1,525,396	DISPLAY POSTSCRIPT	Adobe Systems Incorporated
	1,843,525	DISTILLER	Adobe Systems Incorporated
	2,294,926	DREAMWEAVER	Adobe Systems Incorporated
	3,276,189	DV RACK	Adobe Systems Incorporated
	2,949,766	ENCORE	Adobe Systems Incorporated
	2,151,180	EPAPER	Adobe Systems Incorporated
	2,893,662	EPAPER	Adobe Systems Incorporated
	2,005,020	EX PONTO	Adobe Systems Incorporated
	2,043,911	FIREWORKS	Adobe Systems Incorporated
	2,855,434	FLASH	Adobe Systems Incorporated
	2,852,245	FLASH	Adobe Systems Incorporated
	3,473,651	FLASH LITE	Adobe Systems Incorporated
	2,844,051	FLASHHELP	Adobe Systems Incorporated
	3,166,399	FLASHPAPER	Adobe Systems Incorporated
	3,370,163	FLEX	Adobe Systems Incorporated
	2,198,260	FLOOD	Adobe Systems Incorporated
	1,546,371	FONT & FUNCTION	Adobe Systems Incorporated
	2,857,527	FONT FOLIO	Adobe Systems Incorporated

1	1,822,467	FONTGRAPHER	Adobe Systems Incorporated
2	1,479,470	FRAME MAKER	Adobe Systems Incorporated
3	1,715,303	FRAMEVIEWER	Adobe Systems Incorporated
4	2,214,844	FREEHAND	Adobe Systems Incorporated
5	2,245,944	FUSAKA	Adobe Systems Incorporated
6	2,024,281	GALAHAD	Adobe Systems Incorporated
7	1,935,819	GIDDYUP	Adobe Systems Incorporated
8	1,935,818	GIDDYUP THANGS	Adobe Systems Incorporated
9	2,432,447	GOLIVE	Adobe Systems Incorporated
10	2,446,265	HOMESITE	Adobe Systems Incorporated
11	2,375,606	HTML HELP STUDIO	Adobe Systems Incorporated
12	2,060,488	ILLUSTRATOR	Adobe Systems Incorporated
13	2,317,828	IMAGEREADY	Adobe Systems Incorporated
14	2,238,581	IMMI 505	Adobe Systems Incorporated
15	2,550,638	INCOPY	Adobe Systems Incorporated
16	2,439,079	INDESIGN	Adobe Systems Incorporated
17	1,626,882	IRONWOOD	Adobe Systems Incorporated
18	1,980,096	JIMBO	Adobe Systems Incorporated
19	1,633,039	JUNIPER	Adobe Systems Incorporated
20	2,157,319	KEPLER	Adobe Systems Incorporated
21	2,161,024	KINESIS	Adobe Systems Incorporated
22	2,607,473	KOZUKA GOTHIC	Adobe Systems Incorporated
23	2,263,701	KOZUKA MINCHO	Adobe Systems Incorporated
24	1,549,854	LASERTALK (STYLIZED)	Adobe Systems Incorporated
25	3,288,605	LIGHTROOM	Adobe Systems Incorporated
26	1,630,698	LITHOS	Adobe Systems Incorporated
27	3,065,142	LIVECYCLE	Adobe Systems Incorporated
28	2,691,851	LIVEMOTION	Adobe Systems Incorporated
	2,424,671	MACROMEDIA	Adobe Systems Incorporated
	2,650,911	MACROMEDIA FLASH	Adobe Systems Incorporated
	1,733,965	MADRONE	Adobe Systems Incorporated
	1,629,940	MESQUITE	Adobe Systems Incorporated
	1,973,932	MEZZ	Adobe Systems Incorporated
	1,798,496	MINION	Adobe Systems Incorporated
	2,137,882	MOJO	Adobe Systems Incorporated
	2,687,487	MONTARA	Adobe Systems Incorporated
	2,672,180	MOONGLOW	Adobe Systems Incorporated
	1,759,108	MYRIAD	Adobe Systems Incorporated
	1,889,189	MYTHOS	Adobe Systems Incorporated
	1,980,127	NUEVA	Adobe Systems Incorporated
	2,130,427	NYX	Adobe Systems Incorporated
	2,971,613	O (STYLIZED)	Adobe Systems Incorporated
	2,584,364	OPEN SESAME!	Allaire Corporation
	2,137,926	OUCH!	Adobe Systems Incorporated
	3,427,904	P (Stylized)	Adobe Systems Incorporated
	2,091,087	PAGEMAKER	Adobe Systems Incorporated
	1,496,726	PAGEMAKER	Adobe Systems Incorporated
	1,486,556	PAGEMAKER	Adobe Systems Incorporated
	2,979,463	PDF JOBREADY	Adobe Systems Incorporated
	2,553,370	PDF MERCHANT	Adobe Systems Incorporated
	1,984,563	PENUMBRA	Adobe Systems Incorporated
	1,882,825	PEPPERWOOD	Adobe Systems Incorporated

1	1,503,706	PERSUASION	Adobe Systems Incorporated
2	2,655,175	PHOTOMERGE	Adobe Systems Incorporated
3	1,850,242	PHOTOSHOP	Adobe Systems Incorporated
4	2,920,764	PHOTOSHOP	Adobe Systems Incorporated
5	1,760,600	POETICA	Adobe Systems Incorporated
6	1,692,610	POPLAR	Adobe Systems Incorporated
7	2,233,952	POSTINO	Adobe Systems Incorporated
8	1,544,284	POSTSCRIPT	Adobe Systems Incorporated
9	1,463,458	POSTSCRIPT	Adobe Systems Incorporated
10	1,383,131	POSTSCRIPT	Adobe Systems Incorporated
11	2,066,675	POSTSCRIPT LOGO	Adobe Systems Incorporated
12	2,574,091	PRESSREADY	Adobe Systems Incorporated
13	1,887,832	QUAKE	Adobe Systems Incorporated
14	1,935,820	RAD	Adobe Systems Incorporated
15	2,548,832	READER	Adobe Systems Incorporated
16	2,204,266	RELIQ	Adobe Systems Incorporated
17	2,787,091	ROBOASSIST	eHelp Corporation
18	2,953,255	ROBOENGINE	Adobe Systems Incorporated
19	2,770,413	ROBOFLASH	eHelp Corporation
20	1,732,772	ROBOHELP	Adobe Systems Incorporated
21	2,498,876	ROBOHELP	Adobe Systems Incorporated
22	2,610,653	ROBOINFO	Adobe Systems Incorporated
23	2,732,494	ROBOINSTALL	eHelp Corporation
24	2,808,741	ROBOLINKER	eHelp Corporation
25	2,881,638	ROBOPRESENTER	eHelp Corporation
26	2,805,027	ROBOSCREENCAPTURE	eHelp Corporation
27	1,882,826	ROSEWOOD	Adobe Systems Incorporated
28	1,509,123	ROUNDTRIP	Adobe Systems Incorporated
	2,817,626	ROUNDTRIP HTML	Adobe Systems Incorporated
	2,993,082	RYO	Adobe Systems Incorporated
	1,893,565	SANVITO	Adobe Systems Incorporated
	2,893,840	SAVA	Adobe Systems Incorporated
	3,410,080	SEE WHAT'S POSSIBLE	Adobe Systems Incorporated
	1,901,566	SHOCKWAVE	Adobe Systems Incorporated
	2,648,129	SHOCKWAVE	Adobe Systems Incorporated
	2,388,945	SHOCKWAVE	Adobe Systems Incorporated
	2,145,311	SHURIKEN BOY	Adobe Systems Incorporated
	2,493,281	SILENTIUM	Adobe Systems Incorporated
	1,985,335	SOFTWARE VIDEO CAMERA	Adobe Systems Incorporated
	1,477,490	SONATA	Adobe Systems Incorporated
	3,350,284	SOUNDBOOTH	Adobe Systems Incorporated
	2,314,590	STRUMPF	Adobe Systems Incorporated
	1,887,833	STUDZ	Adobe Systems Incorporated
	1,682,713	TEKTON	Adobe Systems Incorporated
	2,055,667	TOOLBOX	Adobe Systems Incorporated
	1,626,877	TRAJAN	Adobe Systems Incorporated
	1,518,719	TRANSCRIPT	Adobe Systems Incorporated
	1,674,052	TYPE REUNION	Adobe Systems Incorporated
	2,980,999	ULTRA	Adobe Systems Incorporated
	2,638,231	ULTRADEV	Macromedia, Inc.
	1,623,439	UTOPIA	Adobe Systems Incorporated
	2,883,313	VERSION CUE	Adobe Systems Incorporated

2,983,111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
1,881,212	VIVA	Adobe Systems Incorporated
2,358,623	VOLUTA	Adobe Systems Incorporated
2,454,239	WARNOCK	Adobe Systems Incorporated
2,711,779	WATER DROP DESIGN	Adobe Systems Incorporated
2,169,463	WATERS TITLING	Adobe Systems Incorporated
1,717,050	WILLOW	Adobe Systems Incorporated
2,872,489	XMP	Adobe Systems Incorporated

EXHIBIT C



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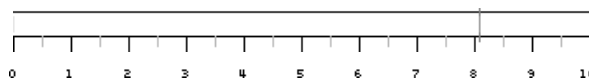
Overall Customer Satisfaction Rating

Six-Month Rating: **0.00 / 10**

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Six-Month Reviews: **3**

Lifetime Reviews: **13**



0 1 2 3 4 5 6 7 8 9 10

All Stores Avg.: 8.18

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Sittichai



Dina



Facebook social plugin



Reviewer: [rkeytech77](#)

[PROFILE](#)

7/19/10 11:42 AM












THIS IS A SCAM!! We ordered what we thought was a copy of the MS Office 2010 Professional and received the Academic version AE software on 7/9/2010. We have emailed them with no response as of 7/19/2010. The company came up when we searched through google with google check-out and it listed the Office 2010 Pro version + and no indication it was the Academic Version. You have to navigate their site to their policies & click all the way down on Academic to find out that's what their

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DigitalWay store (42)
SiliconJon's House of Warez (stuffFS) (0)

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company is about. You would not know to do this unless you were looking for it. The images of the product are incorrect & showed us the MS Office 2010 Pro version.

This review was modified by its author, [rkeytech77](#), on 7/23/10 11:29 AM.

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www.maxxsound.net

Ads by Google



Reviewer: [detecsystems](#)

PROFILE

4/20/10 6:11 PM

I am so fed up with this company! I ordered an academic version of Microsoft Project, not knowing it was academic, and returned is within a week. As of today (April 20, 2010) I still haven't received my refund. I gave them 60 days to process the return before I contacted them at which time I was told they had no record of the return so I sent my UPS tracking information to them and they still haven't responded! These people are crooks and I should have heeded the warnings I read online and not purchased from them.

There was nowhere on the description of the product that stated it was an academic version.

They said it's on the online store disclaimer that they are an academic software supplier but after searching the entire site, the only place I could find reference to that fact was on the academic tab. Who's going to look there unless that's what you're looking for? Deceptive business practices to be sure!



Reviewer: [uhhhwords](#)

PROFILE

2/24/10 1:12 PM

I've bought from this company before back in 2007 or so and got CS3 Premium. There were no problems, they had phone service assuring me that the software was legal and I could even register it with Adobe. When CS4 Master came out, I tried to see from Adobe if I can get some sort of discount since I already had most of the CS3 programs and they referred me to Software Surplus.

Anyways, I bought the FULL CS4 Master Suite from SS on Feb. 4, 2010... received it and it looked as if it were passed around a bunch and when I called Adobe, SS sold me an educational version. I tried contacting them... no response. They didn't even give me a return label.

I filed a dispute on my credit card and contacted Google Checkout. For anyone that has experienced the same thing or similar, I suggest you do the same. Google Checkout is looking into it for me as well as the credit card company.

This review was modified by its author, [uhhhwords](#), on 2/24/10 1:16 PM.



Reviewer: [ANDRADE](#)
([read my 2 reviews](#))

PROFILE

2/1/10 10:50 AM

Still waiting on refund for MS Office 2007 "Academic" version that was a double-charged item and one of those items was returned on 1/11/2010 proof on USPS site but no refund has been forthcoming thus far. I'm prepared to disclose their reputation and file a complaint across the whole WWW if thats what it takes.

GAA



Reviewer: [drummergirrl](#)

PROFILE

7/22/09 11:48 AM

SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE. BUYER BEWARE!!!! I ordered Adobe CS4 online from Software Surplus & rec'd it quickly enough but knew something was wrong when there was no box or manual with the software, just a CD case. I contacted Adobe for help when I had problems installing the software (an incompatibility with Windows) but Adobe informed me the software was registered to someone else and they would not support the software in the future. My computer's hard drive died three months later and was replaced. But when I reloaded the CS4 software, I was unable to register it because of the previous ownership issue. So I contacted Software Surplus a number of times but received no response. So I have paid almost \$1000 for software I can't use. Don't be taken in by their website, it looks legit & payment is made through Google; THEY ARE RUNNING A SCAM!!

This review was modified by its author, [drummergirlr](#), on 7/23/09 8:01 AM.



Reviewer: [gfd](#)

PROFILE

11/7/08 7:27 PM

Order was shipped ground when 2-day service was requested. When I called to inquire about the order, I was told "their system was down, they'll call me back when it's working again." Never heard from them. I kept calling for 3 days to find out where the shipment was. Eventually received the software, no box, no manuals, only discs in the plastic cases. I haven't tried to install because I plan on returning it, but something tells me the serial number doesn't work. This was for Adobe CS3 Master collection, a \$1500 software package. Like everyone else, I will never buy anything from this company again and strongly advise against anyone else doing so as well.



Reviewer: [rcullum](#)

PROFILE

10/7/08 9:04 AM

I ordered a copy of Acrobat Pro 8 from this company and they sent me the "For Education Bundles Only" version of the software.

It clearly stated on the packaging that it was not to be sold separately. I tried to install it on my computer but the license key on the packaging was invalid. I followed their instructions and emailed them twice to get a valid license number and they did not respond.

After 30 days of not hearing from them I returned the software and they refunded my money less \$6.95 shipping and a \$20.00 restocking fee. I'll never buy from them again, as I feel I paid \$26.95 to play the "Place an Order" game on their website.



Reviewer: [WARNING](#)

PROFILE

9/19/08 12:00 PM

WARNING: THIS COMPANY IS NOT REPUTABLE.
SOFTWARE SURPLUS IS USING GOOGLE'S NAME TO MAKE IT APPEAR TO BE A LEGITIMATE ENTERPRISE!
NO COMPANY ADDRESS OR PHONE NUMBER IS PROVIDED BY COMPANY ON WEB SITE OR AT GOOGLE!!!!

Software Surplus made it appear as if it mailed my software by printing out a mailing label, but never physically mailed the software that I had ordered. USPS states, "The U.S. Postal Service was electronically notified by the shipper on September 16, 2008 to expect your package for mailing. This does not indicate receipt by the USPS or the actual mailing date." Paid \$4.95 for "Rush Handling." Was charged \$6.95 for Priority Mail service even though seller's policy states "all orders over \$50.00 qualify for free shipping." My order was for \$239.95.

Software Surplus's Shipping Policy

Software Surplus ships orders directly, we do not rely on 3rd party drop shipping companies, and as a result have some of the fastest order turn around times available. Most orders ship in less than 1 business day. We offer 3 shipping options, and all orders over \$50.00 qualify for free shipping. USPS Priority Mail (\$6.95), which is usually delivered in less than 4 days from the date of sale UPS 2nd day Air which is usually delivered within 3 days of the date of sale. UPS 3 Day Select, which is usually delivered within 4 days of the date of sale.



Reviewer: [nayr](#)

[PROFILE](#)

4/23/08 8:31 PM

I ordered Visio 2007 Professional, and received Visio 2007 Professional ACADEMIC VERSION!!! What baloney! The image of what was shown is different than what I got (red AE warning on top and bottom, but no such thing on the shown image). Software Surplus (or SoftwareSurplus) calls this "Visio 2007 Professional Full Install". Then they had 5 (printed) pages of stuff they probably copied off of Microsoft's web site, and in fine print at the bottom they say "Full Version for Windows, Priced for Academic Users". What a SCAM! You have to scroll down five pages just to get the truth, when the top of the page totally misrepresents what you are going to get!

Other reviews also talked about a "restocking fee", and I'll be posting this complaint everywhere (perhaps with my lawyer) if this is the case!!!



Reviewer: [rezachin](#)
([read my 2 reviews](#))

[PROFILE](#)

12/27/07 11:52 AM

I bought software almost \$ 660.00 but I haven't heard anything from them!!! I've sent them 3 e-mails but it never get reply!!! Anybody knows their real phone number? Thanks!



Reviewer: [implexant](#)
([read my 3 reviews](#))

[PROFILE](#)

12/19/06 12:27 PM

Ordered Acrobat 7.0 Standard (Full Installation). Received Acrobat 8.0 Standard (Academic Version). They refuse to issue RMA without charging a 15% restocking fee. Calling them just wastes my time as I spend hours on hold. Their online system will NOT issue me an RMA number, and their phone system says that I can only obtain an RMA online. Very confusing and deceptive.

This review was modified by its author, [implexant](#), on 12/19/06 12:29 PM.



Reviewer: [SoftPaw](#)
([read my 2 reviews](#))

[PROFILE](#)

6/6/05 5:19 PM

Ordered Windows XP Professional CD full install with SP2 --- received the CD with product key for installation. Attempted to install on brand new computer and CD was defective and would not copy all files, message stating that file on CD was corrupt. Received RMA authorization and RMA number from Software Surplus. Returned defective CD via USPS registered mail with green signature return card affixed by post office to package. Post office was slow in delivering package, but package was delivered and signed for as received by Software Surplus and I received my green return signature card indicating acceptance of return in the mail. Software Surplus has ignored my RMA. I have emailed them numerous times with no response from them. I have attempted to telephone them several times and twice I got through to a message box where I left my name, telephone number, and reason for the call. They have not

responded. They are ignoring me totally. Their website, softwaresurplus.com is still active on the web and they appear to still be selling software. They are located in Las Vegas, Nevada. DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER AS THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP BOTH THE SOFTWARE YOU RETURN AND YOUR MONEY.



Reviewer: [pilartaylor](#)

PROFILE

4/1/05 9:01 AM

i ordered FileMaker Pro 7.0 from Software Surplus after spending a considerable amount of time researching the product and prices. The product was advertised from Software Surplus as a full and registered copy. When I received the product, after paying only 20% less than full retail I received one CD no box and registration number on the sleeve. I could not register this product with FileMaker without the SKU number on the box.

Finally I called Filemaker and they informed me that the registration number was already in use by 7 OTHER PEOPLE. Neat trick, steal serials and sell them for real. I called, explained I wanted a refund and they hung up and refused to answer the phone ever again. DO NOT USE THESE PEOPLE THEY LIE AND STEAL.

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EXHIBIT D



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Software Surplus Online Store

Overall service rating: 
Reviewed by 16 customers


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Overall Rating: 


Software Surplus - awesome prices - a little shady though
by [CyndiA](#) (POPULAR AUTHOR) - [Top 50](#), Jan 07 '06
I recently ran across Software Surplus—guaranteed low prices everyday. I was looking for Adobe Photoshop Elements, and Software Surplus did, in fact, have the best price (\$39.95). And, I'm pretty good darn good at sorting out the prices online and ...
[Read the full review](#)

Overall Rating: 

Great deals...if you meet the qualifications to buy.
by [smartershopper](#), Jan 20 '06
After looking at the products available on this website and reviewing their policies, I decided to purchase elsewhere. Neither I nor the majority of software buyers are qualified to buy their products. This website is legit in that their software ...
[Read the full review](#)

Overall Rating: 

TERRIBLE!!!! Stay away from this Online Retailer!
by [wnqoddes](#), Feb 01 '06
A little shady? A lot shady!!! Horrible customer service and policies! And beware the versions of products they sell, especially if you're not familiar with the different types of software provided. I stumbled across Software Surplus when I was looking ...
[Read the full review](#)

Overall Rating: 


BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!
by [mytake1](#), Aug 16 '07
My worst online shopping experience ever and until now it has not been resolved yet. They still have my \$556.90. I received my order and my name was on the envelope but the content was someone else's order and invoice. I noticed that their return address ...
[Read the full review](#)

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Actual offers may vary.
Quantities may be limited.

Overall Rating: 


My worst online shopping experience EVER!

by [sqidqv](#) , Apr 11 '09

I recently ordered a copy of the CS 3.3 Master Suite from Software Surplus. According to the product description and promotional copy on their website, they were selling the "full install" of the software "new in box." Only after I placed the order did I ...

[Read the full review](#)

Express Reviews

Overall Rating: 


A... for AWFUL !!

by [fanebrp](#) ,Jan 15 '07

Never received my software. It has been 1 month now. My credit card was charged immediately. The phone no. they gave to Master Card was bogus. They never answered the phone, using the number on their site, nor did they return phone messages. Email to them went unanswered except for 1 nasty unsigned note calling me names. They had time for that.

Better to donate money to your favorite charity, rather than them. Buyer beware really applies here... Amen!

[Read more](#)


Overall Rating: 

Lousy, Lousy company, unprincipled & unworthy of public trust.

by [victoraugustus](#) ,Feb 01 '07

This retailer should be removed from the market. I ordered Norton Security Software that installs on up to 3 computers and their web page showed that and when it came it was not what I had ordered. I called them 3 separate days and got an answering machine and left a message. They refused to reply. I sent them an e-mail describing my problem and they replied by saying the software had to be installed on 3 computers of the same person because that was the way the manufacturer designed it. Not true. I went down to Staples and bought the correct version and installed it on 3 computers registered to 3 different persons and all is ok. I sent an e-mail requesting instructions to return their software for a refund and they will not reply. They have the money and to hell with the customer. This company is a no brainer! If you have a problem with your shipment you better forget it because you won't get any response from them. Go to another retailer for your product needs is my recommendation.

[Read more](#)


Overall Rating: 

MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS.

by [myopinion2007](#) ,May 18 '07

I purchased (through Google checkout) adobe acrobat software totaling \$179.10. USPS tracking said it was delivered but it was not. The company has no way to contact them except email. I've emailed 4 times and gotten no response at all. I emailed Google checkout twice, the last time asking for their help in mediating. I have not heard from them yet. I am now in the process of submitting a disputed item form with my credit card company. Thankfully I used a virtual account number and not my real mastercard number. This company doesn't care about customer service at all!

[Read more](#)


Overall Rating: 

The worst!

by [didedy](#) ,Oct 30 '08

Software Surplus take your money and doesn't ship you the product. They don't respond to your emails and don't have a phone number to call them. Don't ever buy from them!

[Read more](#)

Overall Rating: 


The absolute worst!!!!

by [ssurplusenemy](#) ,Feb 06 '07

Horrible!!!!Buyer beware. This company not only takes your money, it sells you illegal software. I bought software for my daughter for a gift. I didn't buy the correct software. She wanted Adobe Photoshop, but I bought Adobe Professional. The day after Christmas, I tried to return the software. No reply. Several times I tried to return only to find out they don't respond. I went on their website and entered my order number, only to find out it doesn't exist. I tried calling the phone number listed on my bank statement of which my card was billed, and the phone number is bogus.

My original software was sent with a piece of hardware that is unrelated to the software. It is because of license laws with the OEM-labeled software, that requires software to be sold with specific hardware. This company doesn't do this. It sends you software with no retail box, no manufacturers warranty, no activation key-code, and no manual. Check out other reviews of this company SOFTWARE SURPLUS. They are bad!! This company is running an illegal scam. Too many shady things about this one!!!! Lost about \$235.00

[Read more](#)

Overall Rating: 


The worst I ever have experienced.

by [organistgeorge](#) ,May 06 '09

I ordered software for my Windows computer and they sent a Mac version. I wrote to them and their E-mail reply said that upon return of the wrong shipment, they would send the

Windows version plus a check for \$30 to compensate me for my troubles. We returned the software by insured mail, signature required, and the returned card was stamped as received by the UPS store but with no signature. I have sent Software Surplus four E-mails which they have not answered. This morning's was an ultimatum to respond by 3.00 PM Easter Standard Time or I would take action. There has been no reply. They are crooks and somehow they must be brought to light, prosecuted, and jailed.

[Read more](#)

Overall Rating: 

Very BAD!!!!!! DON'T DEAL WITH THEM!!!!


by [rezachin](#), Dec 27 '07

I bought almost \$ 660.00 using my CC. I've never heard anything back from them for the past 3 days and I've sent 3 e-mail messages, none of them get a reply!!! How come this store still exists??? Is there anybody knows the real phone number???

UPDATE 12-28-07:

Finally Josh replied to my e-mail after 3 days (sent 3 e-mail messages) and he said "he's on Christmas Vacation!" Wow, how should the customer know because there's no indication on their website that saying "all order will be process on such and such date..."!!! Josh will also refund my CC but I checked with my CC this morning, NOTHING! I already file a dispute and reported this company to Google, FTC & BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!

[Read more](#)


Overall Rating: 

Like to give money away for nothing in return? Here's your place!

by [pennep](#), Jan 26 '09

I used to think I was a savvy online shopper, but was too stupid to check these reviews before ordering from Software Surplus. Since I was purchasing something for work I felt compelled to go with the lowest price. They told me CS4 was in stock, took my \$975, even charged me for rush shipping. Then sent an immediate email saying it was out of stock and would arrive, oddly enough, on a date seven days prior to when I ordered it. Tens of emails, three voicemail messages and at least 20 minutes on hold, and I've still never spoken with anyone there. But they've got my almost thousand dollars, and I'm dealing with filling out paperwork to get my credit card company to dispute the charge. **Nothing but crooks.**

[Read more](#)

Overall Rating: 

I will never order from this company again.

by [rcullum](#), Oct 07 '08


I ordered Acrobat 8.0 Professional from this company and they shipped me the Educational Version of the software. It clearly states on the packaging that it is not to be sold separately.

I installed the software and the license key on the packaging was invalid. I followed Software Surplus intructions to get a valid license key by emailing them twice. They did not respond.

After 30 days I returned the product and my money was refunded LESS a \$20.00 restocking charge and \$6.95 shipping. I feel like I paid \$26.95 to play a game at their website called "Place an Order"

I will never order from this company again.

[Read more](#)


Overall Rating: 

Do not use this vendor!

by [stormtech](#), May 23 '07

We are VERY unsatisfied with Software Surplus. We ordered a copy of Dreamweaver 8, which was shipped promptly, and downloaded fine. However, once we tried to enter in the serial number, we realized that number was missing one character. We e-mailed their company, since that is one of the only ways to contact them, and received one reply, That sounds strange we will contact our vendor. Since then we have sent several e-mails, and once we realized they weren't going to write back, we called 411 with their address, and found they aren't listed. So we tried the phone number listed as their business phone number, and found out that was a jewelry store phone number. Then we tried another phone number listed on their website. That number had been disconnected. We still are not able to use the software.

[Read more](#)

Overall Rating: 

Excellent bargain!

by [welcome34](#), Jun 10 '10

I was really scared when I read all of these reviews but I'd already ordered so oh well! Well, we received our copy of Adobe 9 within a week of ordering, it downloaded fine w/ no issues and it was a real copy not educational or anything odd. They also responded to an emailed inquiry regarding shipping within 2 hours so I have to say they were fine to work with in my book and we saved a lot of money using them to buy the software!

[Read more](#)


Overall Rating: 

Terrible. They play up customer service but don't deliver.

by [sammontross](#), May 18 '09

Below grade service. Even though their invoice clearly stated my software order was for MAC they sent me a PC version. Not easy to find their phone number to call for help, but once I tracked them down they promised to remedy it immediately. I never heard from them again and it has been 5 weeks. I had bought InDesign and paid rush because we had a specific project. I lost time, money and the cost to rush. Sam Montross

[Read more](#)


Overall Rating: 

WHY IS THIS COMPANY STILL IN BUSINESS????

by [drummergirrl](#), Jul 23 '09

I ordered Adobe CS4 online from Software Surplus & rec'd it quickly enough but knew something was wrong when there was no box or manual with the software, just a CD case. I contacted Adobe for help when I had problems installing the software (an incompatibility with Windows) but Adobe informed me the software was registered to someone else and they would not support the software in the future. My computer's hard drive died three months later and was replaced. But when I reloaded the CS4 software, I was unable to register it because of the previous ownership issue. So I contacted Software Surplus a number of times but received no response. So I have paid almost \$1000 for software I can't use. Their website looks legit & payment is made through Google so it's easy to be taken in. SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!

[Read more](#)


Overall Rating: 

Very good price's

by [sa9332](#), Mar 23 '08

Great service with great price. My order was processed quickly, and i'm very happy. With these price's there is nothing to complain about. I looked around everywhere and i couldn't find a better price. Package was shipped from california and arrived in 3 days. I paid 159.95 for Adobe acrobat professional 8.0 and got free shipping. I can certainly recommend everybody to order from this web site.

[Read more](#)


Overall Rating: 

Misleading

by [holly14](#), Jun 29 '08

Be carefull! I didn't see anything on their site that indicated there software was for educational purposes only. I didn't find that out until I received the disc. The disc was also labeled that it was part of a bundle and was not to be sold separately. I sent it back since I didn't plan to use it for educational purposes - and that money back guarantee they offer, is minus a \$20 restocking fee!

[Read more](#)


Overall Rating: 

Amazing deals and fast shipping!

by [stevenbrown020](#), Nov 03 '09

I have purchaced several items from these guys and they're great. The online store is simple and works for me. I've been scamed by others usually because the price is to good to be true, but everything has worked out great with these guys so far!

[Read more](#)

Overall Rating: 

CAUTION! CAUTION! CAUTION!

by [logicalits](#), Jul 03 '09

I would only purchase from this company if you like to be ripped-off, recevie no response to request and have to be Sherlock Holmes to track down a phone number. I attempted three separate times to find out why my overnight order from two weeks ago still hasn't shown-up. To date, I have received zero response. Google their company name and you will see that I am not the first one to have a problem with them. I will NEVER purchase from them again.

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am a member of the Bar of the United States District Court of Nevada. My business address is 517 East Wilson Boulevard, Suite 202, Glendale, California 91206.

On August 24, 2010, I served on the interested parties in this action with the:

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT SOFTWARE SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS INC.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
CHRISTENSON

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT
SOFTWARE SURPLUS INC.

for the following civil action:

Adobe Systems Incorporated v. Christenson, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, NV 89101

Place of Mailing: Glendale, California
Executed on August 24, 2010, at Glendale, California


Katrina Bartolome

EXHIBIT E

LISA A. RASMUSSEN
LAW OFFICE OF LISA RASMUSSEN, PC
California Bar No. 207026
Nevada Bar No. 007491
616 South 8th Street
Las Vegas, NV 89101
(702) 471-1436; (702) 471-6540 (FAX)
lisa@lrasmussenlaw.com
Attorneys for Joshua Christenson
and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,
vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,
v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,
v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT SOFTWARE
SURPLUS, INC.'S RESPONSES TO
PLAINTIFF ADOBE'S FIRST SET
OF INTERROGATORIES TO
DEFENDANT SOFTWARE
SURPLUS, INC.**

RESPONSES TO INTERROGATORIES

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1).
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosure” or “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Interrogatory” or “Interrogatories” means the Plaintiff’s First Set of Interrogatories to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the interrogatories as applicable, and Standing Objection #1 applies to all Interrogatories which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Interrogatory Nos. 1-11.

1. The definition of the term DISPUTED PRODUCT as used in the Interrogatory Definition No. 7 incorporates the definitions of COPYRIGHTS and TRADEMARKS as set forth in Interrogatory Definitions Nos. 4 and 5, respectively. In turn, the definition of

1 COPYRIGHTS incorporates a list of alleged copyrights allegedly owned by PLAINTIFF
2 attached to the Interrogatories as Exhibit A. Likewise, the definition TRADEMARKS
3 incorporates a list of trademarks allegedly owned by PLAINTIFF attached to the
4 Interrogatories as Exhibit B. The use of the term DISPUTED PRODUCT thus calls for a
5 legal conclusions and relies on the unverified factual assertion that the alleged
6 COPYRIGHTS listed in Exhibit A and the alleged TRADEMARKS listed in Exhibit B are
7 valid and legally sufficient in all respects and actually owned by PLAINTIFF. The term
8 DISPUTED PRODUCT is also vague and ambiguous because it fails to identify the time
9 period during which the TRADEMARKS and COPYRIGHTS were allegedly held and / or
10 owned by PLAINTIFF.

11 2. DEFENDANT objects to Plaintiff's Definitions and Instructions to the extent
12 that they are not susceptible to reasonable interpretation or limitation and to the extent that
13 they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

14 3. DEFENDANT has not completed his investigation and discovery into the
15 subject matter of this litigation. The following responses to the Interrogatories are based on
16 the information available to DEFENDANT at the time he provides these responses.
17 Therefore, DEFENDANT reserves the right to supplement or modify the information
18 contained in these responses, as appropriate, should additional information become available
19 through discovery or otherwise.

20 4. Without admitting that any documents are required to be produced, or are
21 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
22 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
23 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
24 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay DEFENDANT
25 for the reasonable cost of production of such documents. Therefore, DEFENDANT
26 maintains a standing objection to any and all requests for records based on PLAINTIFF'S
27 unwillingness to pay such reasonable costs, as such request(s) are unduly burdensome and /
28 or costly, and the burden or expense outweighs its likely benefit, considering the need of the
case, the amount in controversy, the parties resources, the importance of the issue at stake in

1 the action, and the importance or the discover in resolving the issues. This is especially true
2 in light of the fact that the COMPLAINT sets forth no time limits whatsoever as to the
3 subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B) and (b)(2)(C)(iii).

4 Notwithstanding those objections, DEFENDANT responds as follow:

5 **INTERROGATORY NO. 1:**

6 IDENTIFY all DISPUTED PRODUCT offered for sale by YOU at any time since
7 2006 to the present.

8 **RESPONSE TO INTERROGATORY NO. 1:**

9 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
10 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
11 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
12 therefore, the information sought in the Interrogatory is irrelevant without a proper time
13 context in the COMPLAINT.

14 **INTERROGATORY NO. 2:**

15 IDENTIFY all DISPUTED PRODUCT sold by YOU at any time since 2006 to the
16 present.

17 **RESPONSE TO INTERROGATORY NO. 2:**

18 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
19 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
20 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
21 therefore, the information sought in the Interrogatory is irrelevant without a proper time
22 context in the COMPLAINT.

23 **INTERROGATORY NO. 3:**

24 If YOU did not manufacture the DISPUTED PRODUCT sold by YOU, IDENTIFY
25 YOUR source of the DISPUTED PRODUCT.

26 **RESPONSE TO INTERROGATORY NO. 3:**

27 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
28 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence,
because like the COMPLAINT, it make no reference to time frames.

INTERROGATORY NO. 4:

IDENTIFY all accounts that ever came into contact with any money connected to the sale of DISPUTED PRODUCT.

RESPONSE TO INTERROGATORY NO. 4:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence, because like the COMPLAINT, it make no reference to time frames.

INTERROGATORY NO. 5:

IDENTIFY all PERSONS to whom YOU sold the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 5:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

INTERROGATORY NO. 6:

State the total number of sales made by YOU of the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 6:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

INTERROGATORY NO. 7:

State the revenues received by YOU from the sale of the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 7:

1 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
2 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
3 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
4 therefore, the information sought in the Interrogatory is irrelevant without a proper time
5 context in the COMPLAINT.

6 **INTERROGATORY NO. 8:**

7 State the dollar amount of all profits received by YOU from the sale of the
8 DISPUTED PRODUCT at any time since 2006 to the present.

9 **RESPONSE TO INTERROGATORY NO. 8:**

10 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
11 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
12 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
13 therefore, the information sought in the Interrogatory is irrelevant without a proper time
14 context in the COMPLAINT. The term "profit" is vague and ambiguous.

15 **INTERROGATORY NO. 9:**

16 IDENTIFY the location and custodian of any records evidencing any transaction
17 involving the DISPUTED PRODUCT.

18 **RESPONSE TO INTERROGATORY NO. 9:**

19 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
20 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
21 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
22 therefore, the information sought in the Interrogatory is irrelevant without a proper time
23 context in the COMPLAINT.

24 **INTERROGATORY NO. 10:**

25 IDENTIFY all the means by which YOU accepted payment for YOUR sales of any
26 product.

27 **RESPONSE TO INTERROGATORY NO. 10:**

28 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.

1 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
 2 therefore, the information sought in the Interrogatory is irrelevant without a proper time
 3 context in the COMPLAINT. The Interrogatory is overbroad and seeks information that is
 4 not Relevant because in seeking information concerning sales of "any product," it seeks
 5 information beyond the subject matter of the COMPLAINT.

6 **INTERROGATORY NO. 11:**

7 IDENTIFY all channels through which YOU sold the DISPUTED PRODUCT other
 8 than through softwaresurplus.com.

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
 11 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
 12 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
 13 therefore, the information sought in the Interrogatory is irrelevant without a proper time
 14 context in the COMPLAINT.

15 **INTERROGATORY NO. 12:**

16 IDENTIFY the name, address and telephone number of any and all individuals
 17 assisting in answering these interrogatories.

18 **RESPONSE TO INTERROGATORY NO. 12:**

19 Lisa Rasmussen, Esq. (see caption for name, address and phone number)

20 Joshua Christenson, c/o Lisa Rasmussen, Esq.

21 **INTERROGATORY NO. 13:**

22 IDENTIFY all facts that support YOUR contention in paragraph 22 of the
 23 COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to
 24 assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."

25 **RESPONSE TO INTERROGATORY NO. 13:**

26 Objection: Respondent objects that this interrogatory is overbroad, vague and unduly
 27 burdensome. Notwithstanding that objection, Respondent answers as follows:

28 To the best DEFENDANT'S knowledge, neither DEFENDANT nor SSI ever
 knowingly distributed unauthorized copies of Adobe software, and therefore, no evidence of

1 such distribution could or should exist. PLAINTIFF was fully aware of DEFENDANT'S
 2 business operations for many years, and to the degree DEFENDANT sold or distributed any
 3 products in any way related to PLAINTIFF, PLAINTIFF ratified and approved those sales.
 4 The ratification was made, inter alia, by telephone communication from Adobe or its agents.
 5 See also Third, Fourth, Fifth, Sixth, Seventh, Fifteenth, Seventeenth, Eighteenth, and
 6 Twenty-First Affirmative Defenses.

7 **INTERROGATORY NO. 14:**

8 IDENTIFY all facts that support YOUR claim for "Aiding and Abetting".

9 **RESPONSE TO INTERROGATORY NO. 14:**

10 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 11 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
 12 Respondent answers as follows:

13 See response to Interrogatory Nos. 13 and 16.

14 **INTERROGATORY NO. 15:**

15 IDENTIFY all facts that support YOUR claim for "Civil Conspiracy".

16 **RESPONSE TO INTERROGATORY NO. 15:**

17 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 18 burdensome. Notwithstanding that objection, Respondent answers as follows:

19 See Response to Interrogatory Nos. 13 and 16.

20 **INTERROGATORY NO. 16:**

21 IDENTIFY all facts that support YOUR claim for "Alter Ego / Instrumentality."

22 **RESPONSE TO INTERROGATORY NO. 16:**

23 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 24 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
 25 Respondent answers as follows:

26 See generally, Disclosures at 269-326. An Adobe executive sits on the SIIA Board of
 27 Directors. See Disclosures at 223. SIIA operates as Adobes agent and "promotes and
 28 protects its interests." Id. at 224. Adobe is a member of SIIA's Education Division and
 Software Division, . Id. at 245, 264. SIIA promotes Adobe's products. Id. at 268.

1 SIIA repeatedly conducts investigations for, sues and takes other legal action on behalf of
 2 Adobe. Id. at 269-76, 315-16. SIIA receives funds in its legal proceedings which it initiates
 3 in the name of and on behalf of its members such as Adobe, and uses those funds to promote
 4 its own operations. Id. at 269-70. SIIA offers monetary rewards to informants as part of
 5 these investigations, and operates in conjunction with law enforcement agencies. Id. at 269-
 6 70.273, 292. SIIA has alleged that it “investigated and filed” the instant lawsuit on behalf of
 7 Adobe. Id. at 275.

8 **INTERROGATORY NO. 17:**

9 IDENTIFY all facts that support YOUR contentions that Adobe had anything to do
 10 with the press release referenced in the COUNTERCLAIMS.

11 **RESPONSE TO INTERROGATORY NO. 17:**

12 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 13 burdensome. Notwithstanding that objection, Respondent answers as follows:

14 See Response to Interrogatory No. 16.

15 **INTERROGATORY NO. 18:**

16 IDENTIFY all facts that support any damages claimed by YOU.

17 **RESPONSE TO INTERROGATORY NO. 18:**

18 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 19 burdensome. Notwithstanding that objection, Respondent answers as follows:

20 Damage of reputation. Loss of sales due to damage of reputation. The estimated loss
 21 of sales since the relevant publication in the fall of 2009 is in excess of \$100,000.00.

22 **INTERROGATORY NO. 19:**

23 IDENTIFY all facts that support YOUR contentions that the statements contained in
 24 the press release referenced in the COUNTERCLAIMS were false.

25 **RESPONSE TO INTERROGATORY NO. 19:**

26 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 27 burdensome. Notwithstanding that objection, Respondent answers as follows:

28 The statements are patently false because DEFENDANT has never knowingly sold or
 distributed, let alone created, any unauthorized product, whether it be a product for which

1 Adobe allegedly holds a copyright or trademark, or any other product.

2 See Response to Interrogatory No. 13.

3 **INTERROGATORY NO. 20:**

4 IDENTIFY all facts that support YOUR contentions that the statements contained in
5 the press release referenced in the COUNTERCLAIMS were made with malice.

6 **RESPONSE TO INTERROGATORY NO. 20:**

7 Objection: Respondent objects that this interrogatory is overbroad, vague and unduly
8 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
9 Respondent answers as follows:

10 See Responses to Interrogatories Nos. 13 and 16. See also Disclosure at 269-326.
11 Adobe has engaged in a systematic scheme to prevent the legitimate sales of its products,
12 because it is not satisfied with the status of the law as to the sale of such products.

13 I, JOSHUA CHRISTENSON, President of Software Surplus, Inc., hereby declare
14 under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

15 DATED this 12th day of October, 2010.

16 /s/ Joshua Christenson

17 JOSHUA CHRISTENSON
18 (Original signature to follow)
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28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT SOFTWARE SURPLUS, INC.'S RESPONSES TO PLAINTIFF
ADOBE'S FIRST SET OF INTERROGATORIES TO DEFENDANT SOFTWARE
SURPLUS, INC.**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ *Lisa A. Rasmussen*

Lisa A. Rasmussen, Esq.

LISA A. RASMUSSEN
LAW OFFICE OF LISA RASMUSSEN, PC
California Bar No. 207026
Nevada Bar No. 007491
616 South 8th Street
Las Vegas, NV 89101
(702) 471-1436; (702) 471-6540 (FAX)
lisa@lrasmussenlaw.com
Attorneys for Joshua Christenson
and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,

vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,

v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,

v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT JOSHUA
CHRISTENSON'S RESPONSES TO
PLAINTIFF ADOBE'S FIRST SET
OF INTERROGATORIES TO
DEFENDANT CHRISTENSON**

RESPONSES TO INTERROGATORIES

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1).
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosure” or “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Interrogatory” or “Interrogatories” means the Plaintiff’s First Set of Interrogatories to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the interrogatories as applicable, and Standing Objection #1 applies to all Interrogatories which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Interrogatory Nos. 1-11.

1. The definition of the term DISPUTED PRODUCT as used in the Interrogatory Definition No. 7 incorporates the definitions of COPYRIGHTS and TRADEMARKS as set forth in Interrogatory Definitions Nos. 4 and 5, respectively. In turn, the definition of

1 COPYRIGHTS incorporates a list of alleged copyrights allegedly owned by PLAINTIFF
2 attached to the Interrogatories as Exhibit A. Likewise, the definition TRADEMARKS
3 incorporates a list of trademarks allegedly owned by PLAINTIFF attached to the
4 Interrogatories as Exhibit B. The use of the term DISPUTED PRODUCT thus calls for a
5 legal conclusions and relies on the unverified factual assertion that the alleged
6 COPYRIGHTS listed in Exhibit A and the alleged TRADEMARKS listed in Exhibit B are
7 valid and legally sufficient in all respects and actually owned by PLAINTIFF. The term
8 DISPUTED PRODUCT is also vague and ambiguous because it fails to identify the time
9 period during which the TRADEMARKS and COPYRIGHTS were allegedly held and / or
10 owned by PLAINTIFF.

11 2. DEFENDANT objects to Plaintiff's Definitions and Instructions to the extent
12 that they are not susceptible to reasonable interpretation or limitation and to the extent that
13 they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

14 3. DEFENDANT has not completed his investigation and discovery into the
15 subject matter of this litigation. The following responses to The Interrogatories are based on
16 the information available to DEFENDANT at the time he provides these responses.
17 Therefore, DEFENDANT reserves the right to supplement or modify the information
18 contained in these responses, as appropriate, should additional information become available
19 through discovery or otherwise.

20 4. Without admitting that any documents are required to be produced, or are
21 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
22 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
23 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
24 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay DEFENDANT
25 for the reasonable cost of production of such documents. Therefore, DEFENDANT
26 maintains a standing objection to any and all requests for records based on PLAINTIFF'S
27 unwillingness to pay such reasonable costs, as such request(s) are unduly burdensome and /
28 or costly, and the burden or expense outweighs its likely benefit, considering the need of the
case, the amount in controversy, the parties resources, the importance of the issue at stake in

1 the action, and the importance or the discover in resolving the issues. This is especially true
2 in light of the fact that the COMPLAINT sets forth no time limits whatsoever as to the
3 subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B) and (b)(2)(C)(iii).

4 Notwithstanding those objections, DEFENDANT responds as follow:

5 **INTERROGATORY NO. 1:**

6 IDENTIFY all DISPUTED PRODUCT offered for sale by YOU at any time since
7 2006 to the present.

8 **RESPONSE TO INTERROGATORY NO. 1:**

9 Objections: This Interrogatory is vague, ambiguous, and seeks information that is not
10 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
11 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
12 therefore, the information sought in the Interrogatory is irrelevant without a proper time
13 context in the COMPLAINT.

14 **INTERROGATORY NO. 2:**

15 IDENTIFY all DISPUTED PRODUCT sold by YOU at any time since 2006 to the
16 present.

17 **RESPONSE TO INTERROGATORY NO. 2:**

18 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
19 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
20 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
21 therefore, the information sought in the Interrogatory is irrelevant without a proper time
22 context in the COMPLAINT.

23 **INTERROGATORY NO. 3:**

24 If YOU did not manufacture the DISPUTED PRODUCT sold by YOU, IDENTIFY
25 YOUR source of the DISPUTED PRODUCT.

26 **RESPONSE TO INTERROGATORY NO. 3:**

27 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
28 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence,
because like the COMPLAINT, it make no reference to time frames.

INTERROGATORY NO. 4:

IDENTIFY all accounts that ever came into contact with any money connected to the sale of DISPUTED PRODUCT.

RESPONSE TO INTERROGATORY NO. 4:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence, because like the COMPLAINT, it make no reference to time frames.

INTERROGATORY NO. 5:

IDENTIFY all PERSONS to whom YOU sold the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 5:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

INTERROGATORY NO. 6:

State the total number of sales made by YOU of the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 6:

Objections: This Interrogatory is vague, ambiguous, seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Interrogatory is irrelevant without a proper time context in the COMPLAINT.

INTERROGATORY NO. 7:

State the revenues received by YOU from the sale of the DISPUTED PRODUCT at any time since 2006 to the present.

RESPONSE TO INTERROGATORY NO. 7:

1 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
2 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
3 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
4 therefore, the information sought in the Interrogatory is irrelevant without a proper time
5 context in the COMPLAINT.

6 **INTERROGATORY NO. 8:**

7 State the dollar amount of all profits received by YOU from the sale of the
8 DISPUTED PRODUCT at any time since 2006 to the present.

9 **RESPONSE TO INTERROGATORY NO. 8:**

10 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
11 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
12 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
13 therefore, the information sought in the Interrogatory is irrelevant without a proper time
14 context in the COMPLAINT. The term "profit" is vague and ambiguous.

15 **INTERROGATORY NO. 9:**

16 IDENTIFY the location and custodian of any records evidencing any transaction
17 involving the DISPUTED PRODUCT.

18 **RESPONSE TO INTERROGATORY NO. 9:**

19 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
20 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
21 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
22 therefore, the information sought in the Interrogatory is irrelevant without a proper time
23 context in the COMPLAINT.

24 **INTERROGATORY NO. 10:**

25 IDENTIFY all the means by which YOU accepted payment for YOUR sales of any
26 product.

27 **RESPONSE TO INTERROGATORY NO. 10:**

28 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.

1 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
 2 therefore, the information sought in the Interrogatory is irrelevant without a proper time
 3 context in the COMPLAINT. The Interrogatory is overbroad and seeks information that is
 4 not Relevant because in seeking information concerning sales of "any product," it seeks
 5 information beyond the subject matter of the COMPLAINT.

6 **INTERROGATORY NO. 11:**

7 IDENTIFY all channels through which YOU sold the DISPUTED PRODUCT other
 8 than through softwaresurplus.com.

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 Objections: This Interrogatory is vague, ambiguous, seeks information that is not
 11 Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence.
 12 The COMPLAINT sets forth no time frames for any of the acts alleged therein, and
 13 therefore, the information sought in the Interrogatory is irrelevant without a proper time
 14 context in the COMPLAINT.

15 **INTERROGATORY NO. 12:**

16 IDENTIFY the name, address and telephone number of any and all individuals
 17 assisting in answering these interrogatories.

18 **RESPONSE TO INTERROGATORY NO. 12:**

19 Lisa Rasmussen, Esq. (see caption for name, address and phone number)

20 Joshua Christenson, c/o Lisa Rasmussen, Esq.

21 **INTERROGATORY NO. 13:**

22 IDENTIFY all facts that support YOUR contention in paragraph 22 of the
 23 COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to
 24 assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."

25 **RESPONSE TO INTERROGATORY NO. 13:**

26 Objection: Respondent objects that this interrogatory is overbroad, vague and unduly
 27 burdensome. Notwithstanding that objection, Respondent answers as follows:

28 To the best DEFENDANT'S knowledge, neither DEFENDANT nor SSI ever
 knowingly distributed unauthorized copies of Adobe software, and therefore, no evidence of

1 such distribution could or should exist. PLAINTIFF was fully aware of DEFENDANT'S
 2 business operations for many years, and to the degree DEFENDANT sold or distributed any
 3 products in any way related to PLAINTIFF, PLAINTIFF ratified and approved those sales.
 4 The ratification was made, inter alia, by telephone communication from Adobe or its agents.
 5 See also Third, Fourth, Fifth, Sixth, Seventh, Fifteenth, Seventeenth, Eighteenth, and
 6 Twenty-First Affirmative Defenses.

7 **INTERROGATORY NO. 14:**

8 IDENTIFY all facts that support YOUR claim for "Aiding and Abetting".

9 **RESPONSE TO INTERROGATORY NO. 14:**

10 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 11 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
 12 Respondent answers as follows:

13 See response to Interrogatory Nos. 13 and 16.

14 **INTERROGATORY NO. 15:**

15 IDENTIFY all facts that support YOUR claim for "Civil Conspiracy".

16 **RESPONSE TO INTERROGATORY NO. 15:**

17 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 18 burdensome. Notwithstanding that objection, Respondent answers as follows:

19 See Response to Interrogatory Nos. 13 and 16.

20 **INTERROGATORY NO. 16:**

21 IDENTIFY all facts that support YOUR claim for "Alter Ego / Instrumentality."

22 **RESPONSE TO INTERROGATORY NO. 16:**

23 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 24 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
 25 Respondent answers as follows:

26 See generally, Disclosures at 269-326. An Adobe executive sits on the SIIA Board of
 27 Directors. See Disclosures at 223. SIIA operates as Adobes agent and "promotes and
 28 protects its interests." Id. at 224. Adobe is a member of SIIA's Education Division and
 Software Division, . Id. at 245, 264. SIIA promotes Adobe's products. Id. at 268.

1 SIIA repeatedly conducts investigations for, sues and takes other legal action on behalf of
 2 Adobe. Id. at 269-76, 315-16. SIIA receives funds in its legal proceedings which it initiates
 3 in the name of and on behalf of its members such as Adobe, and uses those funds to promote
 4 its own operations. Id. at 269-70. SIIA offers monetary rewards to informants as part of
 5 these investigations, and operates in conjunction with law enforcement agencies. Id. at 269-
 6 70.273, 292. SIIA has alleged that it “investigated and filed” the instant lawsuit on behalf of
 7 Adobe. Id. at 275.

8 **INTERROGATORY NO. 17:**

9 IDENTIFY all facts that support YOUR contentions that Adobe had anything to do
 10 with the press release referenced in the COUNTERCLAIMS.

11 **RESPONSE TO INTERROGATORY NO. 17:**

12 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 13 burdensome. Notwithstanding that objection, Respondent answers as follows:

14 See Response to Interrogatory No. 16.

15 **INTERROGATORY NO. 18:**

16 IDENTIFY all facts that support any damages claimed by YOU.

17 **RESPONSE TO INTERROGATORY NO. 18:**

18 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 19 burdensome. Notwithstanding that objection, Respondent answers as follows:

20 Damage of reputation. Loss of sales due to damage of reputation. The estimated loss
 21 of sales since the relevant publication in the fall of 2009 is in excess of \$100,000.00.

22 **INTERROGATORY NO. 19:**

23 IDENTIFY all facts that support YOUR contentions that the statements contained in
 24 the press release referenced in the COUNTERCLAIMS were false.

25 **RESPONSE TO INTERROGATORY NO. 19:**

26 Objection: Respondent objects that this Interrogatory is overbroad, vague and unduly
 27 burdensome. Notwithstanding that objection, Respondent answers as follows:

28 The statements are patently false because DEFENDANT has never knowingly sold or
 distributed, let alone created, any unauthorized product, whether it be a product for which

1 Adobe allegedly holds a copyright or trademark, or any other product.

2 See Response to Interrogatory No. 13.

3 **INTERROGATORY NO. 20:**

4 IDENTIFY all facts that support YOUR contentions that the statements contained in
5 the press release referenced in the COUNTERCLAIMS were made with malice.

6 **RESPONSE TO INTERROGATORY NO. 20:**

7 Objection: Respondent objects that this interrogatory is overbroad, vague and unduly
8 burdensome. The Interrogatory calls for a legal conclusion. Notwithstanding that objection,
9 Respondent answers as follows:

10 See Responses to Interrogatories Nos. 13 and 16. See also Disclosure at 269-326.
11 Adobe has engaged in a systematic scheme to prevent the legitimate sales of its products,
12 because it is not satisfied with the status of the law as to the sale of such products.

13 I, JOSHUA CHRISTENSON, hereby declare under penalty of perjury pursuant to 28
14 U.S.C. § 1746 that the foregoing is true and correct.

15 DATED this 12th day of October, 2010.

16 /s/ Joshua Christenson

17 JOSHUA CHRISTENSON
18 (Original signature to follow)
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT JOSHUA CHRISTENSON'S RESPONSES TO PLAINTIFF ADOBE'S
FIRST SET OF INTERROGATORIES TO DEFENDANT CHRISTENSON**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ *Lisa A. Rasmussen*

Lisa A. Rasmussen, Esq.

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and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,
vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,
v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,
v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT SOFTWARE
SURPLUS, INC.'S RESPONSES TO
PLAINTIFF ADOBE'S FIRST SET
OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT
SOFTWARE SURPLUS, INC.**

RESPONSES TO REQUESTS FOR PRODUCTION

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1).
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Request,” “Requests,” “Request for Production,” or “Requests for Production” means the Plaintiff’s First Set of Requests for Production to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the Requests as applicable, and Standing Objection #1 applies to all Requests which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Request Nos. 3, 4, 6, 7, 10-13, 15, 17-26, and 29-33.

1. The definition of the term DISPUTED PRODUCT as used in the Requests

1 Definition No. 7 incorporates the definitions of COPYRIGHTS and TRADEMARKS as set
2 forth in Request Definitions Nos. 4 and 5, respectively. In turn, the definition of
3 COPYRIGHTS incorporates a list of alleged copyrights allegedly owned by PLAINTIFF
4 attached to the Requests as Exhibit A. Likewise, the definition TRADEMARKS
5 incorporates a list of trademarks allegedly owned by PLAINTIFF attached to the Requests
6 as Exhibit B. The use of the term DISPUTED PRODUCT thus calls for a legal conclusions
7 and relies on the unverified factual assertion that the alleged COPYRIGHTS listed in
8 Exhibit A and the alleged TRADEMARKS listed in Exhibit B are valid and legally
9 sufficient in all respects and actually owned by PLAINTIFF. The term DISPUTED
10 PRODUCT is also vague and ambiguous because it fails to identify the time period during
11 which the TRADEMARKS and COPYRIGHTS were allegedly held and / or owned by
12 PLAINTIFF.

13 2. DEFENDANT objects to Plaintiff's Definitions and Instructions to the extent
14 that they are not susceptible to reasonable interpretation or limitation and to the extent that
15 they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

16 3. DEFENDANT has not completed his investigation and discovery into the
17 subject matter of this litigation. The following responses to the Requests are based on the
18 information available to DEFENDANT at the time he provides these responses. Therefore,
19 DEFENDANT reserves the right to supplement or modify the information contained in these
20 responses, as appropriate, should additional information become available through discovery
21 or otherwise.

22 4. Without admitting that any documents are required to be produced, or are
23 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
24 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
25 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
26 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay
27 DEFENDANT for the reasonable cost of production of such documents. Therefore,
28 DEFENDANT maintains a standing objection to any and all requests for records based on
PLAINTIFF'S unwillingness to pay such reasonable costs, as such request(s) are unduly

1 burdensome and / or costly, and the burden or expense outweighs its likely benefit,
2 considering the need of the case, the amount in controversy, the parties resources, the
3 importance of the issue at stake in the action, and the importance or the discover in resolving
4 the issues. This is especially true in light of the fact that the COMPLAINT sets forth no
5 time limits whatsoever as to the subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B)
6 and (b)(2)(C)(iii).

7 Notwithstanding those objections, DEFENDANT responds as follow:

8 **REQUEST NO. 1:**

9 DOCUMENTS RELATING TO any litigation with which YOU have ever been
10 involved, whether as plaintiff or defendant, which involve or relate to legal or factual
11 matters similar to those in this litigation, including, but not limited to, issues of copyright,
12 trademark, service mark and unfair competition violations. The Request calls for a legal
13 conclusion.

14 **RESPONSE TO REQUEST NO. 1:**

15 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
16 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
17 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
18 alleged therein, and therefore, the information sought in the Request is irrelevant without a
19 proper time context in the COMPLAINT. The Request calls for a legal conclusion.

20 **REQUEST NO. 2:**

21 DOCUMENTS RELATING TO any United States Customs Ruling or inquiry
22 RELATING TO YOU regarding copyrights, trademarks, service marks or any other
23 intellectual property rights.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
26 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
27 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
28 alleged therein, and therefore, the information sought in the Request is irrelevant without a
proper time context in the COMPLAINT.

REQUEST NO. 3:

DOCUMENTS RELATING TO importation into the United States of America of the DISPUTED PRODUCT and its component parts, if any, including, but not limited to, letters of credit, transactions, bills of lading, customs declarations, invoices, purchase orders, certification documents, weight documentation, container identification documents and government authorization documents. The Request calls for a legal conclusion.

RESPONSE TO REQUEST NO. 3:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 4:

DOCUMENTS sufficient to IDENTIFY the addresses for facilities which YOU use for receiving, processing, and/or warehousing the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 4:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT'S business address is 9360 W. Flamingo Road, Ste. 110-422, Las Vegas, NV 89147.

REQUEST NO. 5:

DOCUMENTS RELATING TO PLAINTIFF.

RESPONSE TO REQUEST NO. 5:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a

proper time context in the COMPLAINT.

REQUEST NO. 6:

DOCUMENTS RELATING TO the COPYRIGHTS.

RESPONSE TO REQUEST NO. 6:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 7:

DOCUMENTS RELATING TO the TRADEMARKS.

RESPONSE TO REQUEST NO. 7:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 8:

DOCUMENTS RELATING TO the creation and maintenance of
www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 8:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT will produce such documents in the near future.

REQUEST NO. 9:

DOCUMENTS RELATING TO YOUR affiliation with co-Defendant Software

1 Surplus Inc.

2 **RESPONSE TO REQUEST NO. 9:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT
8 admits that he is the President of Software Surplus, Inc.

9 **REQUEST NO. 10:**

10 DOCUMENTS RELATING TO any shipment by YOU of the DISPUTED
11 PRODUCT.

12 **RESPONSE TO REQUEST NO. 10:**

13 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
14 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
15 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
16 alleged therein, and therefore, the information sought in the Request is irrelevant without a
17 proper time context in the COMPLAINT.

18 **REQUEST NO. 11:**

19 DOCUMENTS RELATING TO any copyright owned by PLAINTIFF.

20 **RESPONSE TO REQUEST NO. 11:**

21 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
22 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
23 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
24 alleged therein, and therefore, the information sought in the Request is irrelevant without a
25 proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT
26 has no such documents.

27 **REQUEST NO. 12:**

28 DOCUMENTS RELATING TO any trademark owned by PLAINTIFF.

RESPONSE TO REQUEST NO. 12:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT has no such documents.

REQUEST NO. 13:

Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase, sale, offering for sale, distributing, and/or manufacturing of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 13:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT is not a manufacturer and does not manufacture products.

REQUEST NO. 14:

Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase, sale, offering for sale, distributing, and/or manufacturing of any software.

RESPONSE TO REQUEST NO. 14:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 15:

DOCUMENTS RELATING TO licenses or authorizations to create, produce, manufacture, distribute, sell or offer to sell the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 15:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 16:

DOCUMENTS RELATING TO any licenses or authorizations to create, produce, manufacture, distribute, sell or offer to sell any product YOU distribute.

RESPONSE TO REQUEST NO. 16:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 17:

Any and all DOCUMENTS, including emails, reflecting any financial gain received by YOU RELATING TO the purchase, sale, offer for sale, distributing and/or manufacturing of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 17:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 18:

DOCUMENTS RELATING TO the cost incurred by YOU in connection with the purchase, sale, offer for sale, manufacture and/or distribution of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 18:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 19:

DOCUMENTS RELATING TO any and all changes, "running changes," alterations, modifications and/or variations of the design of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 19:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 20:

DOCUMENTS including, but not limited to, drawings, artwork, models, molds, screens, patterns, plans, guides, matrices, mattes, forms, negatives, directions, instructions or any other material used in connection with the creation or manufacture of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 20:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 21:

DOCUMENTS RELATING TO the design, manufacture, distribution, sale, offer for sale, delivery, storage and/or inventory of the DISPUTED PRODUCT, including, but not

1 limited to, invoices, contracts and correspondence.

2 **RESPONSE TO REQUEST NO. 21:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT.

8 **REQUEST NO. 22:**

9 DOCUMENTS RELATING TO any advertising of the DISPUTED PRODUCT on
10 www.softwaresurplus.com or elsewhere.

11 **RESPONSE TO REQUEST NO. 22:**

12 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
13 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
14 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
15 alleged therein, and therefore, the information sought in the Request is irrelevant without a
16 proper time context in the COMPLAINT.

17 **REQUEST NO. 23:**

18 DOCUMENTS RELATING TO the PERSONS who designed, manufactured,
19 distributed, sold, offered for sale, shipped or otherwise supplied the DISPUTED
20 PRODUCT.

21 **RESPONSE TO REQUEST NO. 23:**

22 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
23 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
24 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
25 alleged therein, and therefore, the information sought in the Request is irrelevant without a
26 proper time context in the COMPLAINT.

27 **REQUEST NO. 24:**

28 DOCUMENTS RELATING TO the PERSONS who purchased the DISPUTED
PRODUCT from YOU.

RESPONSE TO REQUEST NO. 24:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 25:

Contracts or agreements YOU have with any third party(ies) RELATING TO the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 25:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 26:

DOCUMENTS RELATING TO and representative samples of each variation of any advertising or promotional materials used by YOU in connection with the promotion, marketing or sale of the DISPUTED PRODUCT, including, but not limited to, price displays and/or lists, labels and/or emblems, signs and displays, stationery and business cards, catalogues, flyers, brochures, letters, memoranda and packaging.

RESPONSE TO REQUEST NO. 26:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 27:

DOCUMENTS reflecting YOUR financial statements for calendar or fiscal years

1 2006 through the present.

2 **RESPONSE TO REQUEST NO. 27:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT.

8 **REQUEST NO. 28:**

9 DOCUMENTS RELATING TO the transfer of any assets by YOU to any third
10 party(ies) from 2006 until the present.

11 **RESPONSE TO REQUEST NO. 28:**

12 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
13 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
14 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
15 alleged therein, and therefore, the information sought in the Request is irrelevant without a
16 proper time context in the COMPLAINT.

17 **REQUEST NO. 29:**

18 DOCUMENTS RELATING TO the revenue YOU received from the sale of the
19 DISPUTED PRODUCT.

20 **RESPONSE TO REQUEST NO. 29:**

21 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
22 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
23 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
24 alleged therein, and therefore, the information sought in the Request is irrelevant without a
25 proper time context in the COMPLAINT.

26 **REQUEST NO. 30:**

27 DOCUMENTS RELATING TO all of the costs incurred by YOU from the sale of
28 the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 30:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 31:

DOCUMENTS RELATING TO all YOUR purchases of the DISPUTED PRODUCT from YOUR suppliers.

RESPONSE TO REQUEST NO. 31:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 32:

DOCUMENTS RELATING TO any importation or exportation of the DISPUTED PRODUCT by YOU.

RESPONSE TO REQUEST NO. 32:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 33:

DOCUMENTS RELATING TO all profits received by YOU from the sale of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 33:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks

1 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 2 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 3 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 4 proper time context in the COMPLAINT. The term “profit” is not sufficiently defined or
 5 identified.

6 **REQUEST NO. 34:**

7 Insurance policies RELATING TO the claims asserted by PLAINTIFF against YOU
 8 in this lawsuit.

9 **RESPONSE TO REQUEST NO. 34:**

10 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
 11 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 12 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 13 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 14 proper time context in the COMPLAINT.

15 **REQUEST NO. 35:**

16 DOCUMENTS establishing, referring to or RELATING TO ALL PERSONS who
 17 have personal knowledge of facts concerning this action or the subject matter of this action,
 18 and the substance of those facts.

19 **RESPONSE TO REQUEST NO. 35:**

20 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
 21 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 22 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 23 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 24 proper time context in the COMPLAINT.

25 **REQUEST NO. 36:**

26 DOCUMENTS RELATING TO, identifying or referring to all PERSONS YOU
 27 expect to call as expert witnesses at trial, the area(s) of expertise and subject matter on
 28 which the expert is expected to testify and a summary of the grounds for each opinion, all
 written reports of each expert, the most recent resume or curriculum vitae of each expert and

1 all notes, diagrams, photographs, videotapes or other documents prepared or reviewed by
2 each expert.

3 **RESPONSE TO REQUEST NO. 36:**

4 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
5 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
6 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
7 alleged therein, and therefore, the information sought in the Request is irrelevant without a
8 proper time context in the COMPLAINT. Without such context, the DEFENDANT has
9 been unable to sufficiently prepare his defense. Notwithstanding the objection, the time for
10 production of such documents has not expired, and any such documents, if any, will be
11 produced according to the relevant procedural time frame.

12 **REQUEST NO. 37:**

13 Written or recorded statements and DOCUMENTS concerning this action or the
14 subject matter of this action.

15 **RESPONSE TO REQUEST NO. 37:**

16 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
17 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
18 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
19 alleged therein, and therefore, the information sought in the Request is irrelevant without a
20 proper time context in the COMPLAINT.

21 **REQUEST NO. 38:**

22 All DOCUMENTS that support the COUNTERCLAIMS.

23 **RESPONSE TO REQUEST NO. 38:**

24 Objection: Respondent objects that this Request is overbroad, vague and unduly
25 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
26 Respondent answers as follows:

27 See Disclosures at 222-336.

28 **REQUEST NO. 39:**

All DOCUMENTS that support YOUR contention in paragraph 15 of the

1 COUNTERCLAIMS that "Adobe published the press release to third parties, including,
2 inter alia, news media outlets, news services, and publications."

3 **RESPONSE TO REQUEST NO. 39:**

4 Objection: Respondent objects that this Request is overbroad, vague and unduly
5 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
6 Respondent answers as follows:

7 See Disclosures at 269-336.

8 **REQUEST NO. 40:**

9 All DOCUMENTS that support YOUR contention in paragraph 16 of the
10 COUNTERCLAIMS that "Adobe and SIIA, acting in concert, published the press release to
11 third parties, including, inter alia, news media outlets, news services, and publications."

12 **RESPONSE TO REQUEST NO. 40:**

13 Objection: Respondent objects that this Request is overbroad, vague and unduly
14 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
15 Respondent answers as follows:

16 See Disclosures at 222-336. See Response to Request Nos. 47 and 52.

17 **REQUEST NO. 41:**

18 All DOCUMENTS that support YOUR contention in paragraph 17 of the
19 COUNTERCLAIMS that "The statements in the press release concerning Christenson and
20 SSI were false and defamatory."

21 **RESPONSE TO REQUEST NO. 41:**

22 Objection: Respondent objects that this Request is overbroad, vague and unduly
23 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
24 Respondent answers as follows:

25 See Disclosures at 222-336. See Response to Request No. 47 and 52.

26 **REQUEST NO. 42:**

27 All DOCUMENTS that support YOUR contention in paragraph 22 of the
28 COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to
assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."

RESPONSE TO REQUEST NO. 42:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

REQUEST NO. 43:

All DOCUMENTS that support YOUR contention in paragraph 26 of the COUNTERCLAIMS that "Adobe and SIIA knowingly and maliciously made and published false, defamatory, and unprivileged statements to third parties ..."

RESPONSE TO REQUEST NO. 43:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

REQUEST NO. 44:

All DOCUMENTS that support YOUR contention in paragraph 33 of the COUNTERCLAIMS that "As a result of the actions of Adobe and SIIA, Christenson and SSI have been harmed and damaged as alleged above, in an amount in excess of \$75,000."

RESPONSE TO REQUEST NO. 44:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

DEFENDANT has suffered damage of reputation to his business, and loss of sales due to damage of reputation. The estimated loss of sales since the relevant publication in the fall of 2009 is in excess of \$200,000.00.

REQUEST NO. 45:

All DOCUMENTS that support any damage sustained by YOU at all.

RESPONSE TO REQUEST NO. 45:

See Response to Request No. 44.

REQUEST NO. 46:

All DOCUMENTS that support YOUR contention in paragraph 38 of the COUNTERCLAIMS that YOU "...and SSI are entitled to recover punitive damages."

RESPONSE TO REQUEST NO. 46:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

DEFENDANT has suffered damage of reputation to his business, and loss of sales due to damage of reputation. The estimated loss of sales since the relevant publication in the fall of 2009 is in excess of \$200,000.00.

REQUEST NO. 47:

All DOCUMENTS that support YOUR contention in paragraph 63 of the COUNTERCLAIMS that "At all times relevant herein, SIIA was an alter ego and / or instrumentality of Adobe and its principals."

RESPONSE TO REQUEST NO. 47:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See generally, Disclosures at 269-326. An Adobe executive sits on the SIIA Board of Directors. See Disclosures at 223. SIIA operates as Adobes agent and "promotes and protects its interests." Id. at 224. Adobe is a member of SIIA's Education Division and Software Division, . Id. at 245, 264. SIIA promotes Adobe's products. Id. at 268. SIIA repeatedly conducts investigations for, sues and takes other legal action on behalf of Adobe. Id. at 269-76, 315-16. SIIA receives funds in its legal proceedings which it initiates in the name of and on behalf of its members such as Adobe, and uses those funds to promote its own operations. Id. at 269-70. SIIA offers monetary rewards to informants as part of these investigations, and operates in conjunction with law enforcement agencies. Id. at 269-70.273, 292. SIIA has alleged that it "investigated and filed" the instant lawsuit on behalf of Adobe. Id. at 275.

REQUEST NO. 48:

All DOCUMENTS that support YOUR contention in paragraph 64 of the COUNTERCLAIMS that "SIIA is so influenced, governed, and controlled by Adobe and its principals, that SIIA is the alter ego and / or instrumentality of Adobe and its principals.

RESPONSE TO REQUEST NO. 49:

See Response to Request No. 47.

REQUEST NO. 50:

All DOCUMENTS that support YOUR contention in paragraph 65 of the COUNTERCLAIMS that "There is such unity of interest and ownership and control between Adobe and its principals, and SIIA, that they are inseparable from each other."

RESPONSE TO REQUEST NO. 50:

See Response to Request No. 47.

REQUEST NO. 51:

All DOCUMENTS that support YOUR contention in paragraph 66 of the COUNTERCLAIMS that "Adherence to the fiction of separate entity between Adobe and its principals, and SIIA, would, under the circumstances, sanction a fraud or promote injustice to the detriment of Christenson and SIIA."

RESPONSE TO REQUEST NO. 51:

See Response to Request No. 47.

REQUEST NO. 51:

All DOCUMENTS that support YOUR contention in paragraph 67 of the COUNTERCLAIMS that "By reason of the foregoing, it has been necessary for Christenson and SIIA to obtain the services of an attorney to prosecute this action, and Christenson and SSI are entitled to recover their reasonable attorney's fees and costs."

RESPONSE TO REQUEST NO. 53:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

DEFENDANT is not an attorney or schooled in the law, and therefore was required

1 to hire an attorney to protect his legal rights.

2 **REQUEST NO. 52:**

3 All DOCUMENTS that support "Defamation and Defamation Per Se" as a proper
4 claim brought by YOU against Adobe.

5 **RESPONSE TO REQUEST NO. 52:**

6 Objection: Respondent objects that this Request is overbroad, vague and unduly
7 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
8 Respondent answers as follows:

9 The statements complained of in the COMPLAINT are patently false because
10 DEFENDANT has never knowingly sold or distributed, let alone created, any unauthorized
11 product, whether it be a product for which Adobe allegedly holds a copyright or trademark,
12 or any other product. PLAINTIFF knew these facts, knew its allegations were false, and
13 published the statements complained of and pursued this action nevertheless.

14 PLAINTIFF was fully aware of DEFENDANT'S business operations for many years,
15 and to the degree DEFENDANT sold or distributed any products in any way related to
16 PLAINTIFF, PLAINTIFF ratified and approved those sales. The ratification was made,
17 inter alia, by telephone communication from Adobe or its agents. See also Third, Fourth,
18 Fifth, Sixth, Seventh, Fifteenth, Seventeenth, Eighteenth, and Twenty-First Affirmative
19 Defenses. See also Response to Request No. 47.

20 DEFENDANT has suffered damage of reputation to his business, and loss of sales
21 due to damage of reputation. The estimated loss of sales since the relevant publication in
22 the fall of 2009 is in excess of \$200,000.00.

23 **REQUEST NO. 53:**

24 All DOCUMENTS that support "False Light" as a proper claim brought by YOU
25 against Adobe.

26 **RESPONSE TO REQUEST NO. 53:**

27 See Response to Request No. 52.

28 **REQUEST NO. 54:**

All DOCUMENTS that support "Business Disparagement" as a proper claim brought

1 by YOU against Adobe.

2 **RESPONSE TO REQUEST NO. 54:**

3 See Response to Request No. 52.

4 **REQUEST NO. 55:**

5 All DOCUMENTS that support "Aiding and Abetting" as a proper claim brought by
6 YOU against Adobe.

7 **RESPONSE TO REQUEST NO. 55:**

8 See Response to Request No. 52.

9 **REQUEST NO. 56:**

10 All DOCUMENTS that support any claim for "Aiding and Abetting".

11 **RESPONSE TO REQUEST NO. 56:**

12 See Response to Request No. 52.

13 **REQUEST NO. 57:**

14 All DOCUMENTS that support "Civil Conspiracy" as a proper claim brought by
15 YOU against Adobe.

16 **RESPONSE TO REQUEST NO. 57:**

17 See Response to Request No. 52.

18 **REQUEST NO. 58:**

19 All DOCUMENTS that support any claim for "Civil Conspiracy".

20 **RESPONSE TO REQUEST NO. 58:**

21 See Response to Request No. 52.

22 **REQUEST NO. 59:**

23 All DOCUMENTS that support "Alter Ego / Instrumentality" as a proper claim
24 brought by YOU against Adobe.

25 **RESPONSE TO REQUEST NO. 59:**

26 See Response to Request No. 52.

27 **REQUEST NO. 60:**

28 All DOCUMENTS that support any claim for "Alter Ego / Instrumentality".

RESPONSE TO REQUEST NO. 60:

1 See Response to Request No. 52.

2 **REQUEST NO. 61:**

3 DOCUMENTS that provide evidentiary support for the factual basis for the
4 allegations of YOUR affirmative defenses contained in YOUR ANSWER.

5 **RESPONSE TO REQUEST NO. 61:**

6 See Disclosures.

7 **REQUEST NO. 62:**

8 All DOCUMENTS any witness identified by YOU in YOUR initial disclosures or
9 any supplemental disclosures intends to authenticate, introduce, or reference at trial.

10 **RESPONSE TO REQUEST NO. 62:**

11 See Disclosures.

12 **REQUEST NO. 63:**

13 DOCUMENTS that support any of YOUR affirmative defenses contained in YOUR
14 ANSWER.

15 **RESPONSE TO REQUEST NO. 63:**

16 See Disclosures.

17 **REQUEST NO. 64:**

18 DOCUMENTS, demonstrative aids, summaries or other items that YOU intend to
19 utilize at the trial of this action, whether as an exhibit or to assist in any way the testimony of
20 any witness.

21 **RESPONSE TO REQUEST NO. 64:**

22 See Disclosures.

23 **REQUEST NO. 65:**

24 DOCUMENTS not previously identified in these requests which RELATE TO or
25 support any claims relevant to YOUR responses to the Interrogatories.

26 **RESPONSE TO REQUEST NO. 65:**

27 None at this time.

28 **REQUEST NO. 66:**

 DOCUMENTS not previously identified in these requests which RELATE TO or

1 support any claims or denials relevant to YOUR responses to the Requests for Admission.

2 **RESPONSE TO REQUEST NO. 66:**

3 None at this time.

4 **REQUEST NO. 67:**

5 DOCUMENTS not previously identified in these requests which RELATE TO or
6 support any claims or defenses relevant to the COMPLAINT.

7 **RESPONSE TO REQUEST NO. 67:**

8 None at this time.

9 **REQUEST NO. 68:**

10 All DOCUMENTS identified in YOUR initial disclosures.

11 **RESPONSE TO REQUEST NO. 68:**

12 See Disclosures.

13 DATED this 12th day of October, 2010.

14 **LAW OFFICE OF LISA RASMUSSEN, PC**

15 */s/ Lisa A. Rasmussen*

16 BY: _____

17 Lisa A. Rasmussen, Esq.

18 Attorneys for Defendants Joshua Christenson
19 and Software Surplus, Inc.

20 **ROBERT L. LANGFORD & ASSOCIATES**

21 */s/ Robert L. Langford*

22 BY: _____
Robert L. Langford, Esq.

23 Attorneys for Defendants Joshua Christenson
24 and Software Surplus, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT SOFTWARE SURPLUS, INC.'S RESPONSES TO PLAINTIFF
ADOBE'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT SOFTWARE SURPLUS, INC.**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ Lisa A. Rasmussen

Lisa A. Rasmussen, Esq.

LISA A. RASMUSSEN
LAW OFFICE OF LISA RASMUSSEN, PC
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lisa@lrasmussenlaw.com
Attorneys for Joshua Christenson
and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,

vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,

v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,

v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT JOSHUA
CHRISTENSON'S RESPONSES TO
PLAINTIFF ADOBE'S FIRST SET
OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT
CHRISTENSON**

RESPONSES TO REQUESTS FOR PRODUCTION

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1).
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Request,” “Requests,” “Request for Production,” or “Requests for Production” means the Plaintiff’s First Set of Requests for Production to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the Requests as applicable, and Standing Objection #1 applies to all Requests which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Request Nos. 3, 4, 6, 7, 10-13, 15, 17-26, and 29-33.

1. The definition of the term DISPUTED PRODUCT as used in the Requests

1 Definition No. 7 incorporates the definitions of COPYRIGHTS and TRADEMARKS as set
2 forth in Request Definitions Nos. 4 and 5, respectively. In turn, the definition of
3 COPYRIGHTS incorporates a list of alleged copyrights allegedly owned by PLAINTIFF
4 attached to the Requests as Exhibit A. Likewise, the definition TRADEMARKS
5 incorporates a list of trademarks allegedly owned by PLAINTIFF attached to the Requests
6 as Exhibit B. The use of the term DISPUTED PRODUCT thus calls for a legal conclusions
7 and relies on the unverified factual assertion that the alleged COPYRIGHTS listed in
8 Exhibit A and the alleged TRADEMARKS listed in Exhibit B are valid and legally
9 sufficient in all respects and actually owned by PLAINTIFF. The term DISPUTED
10 PRODUCT is also vague and ambiguous because it fails to identify the time period during
11 which the TRADEMARKS and COPYRIGHTS were allegedly held and / or owned by
12 PLAINTIFF.

13 2. DEFENDANT objects to Plaintiff's Definitions and Instructions to the extent
14 that they are not susceptible to reasonable interpretation or limitation and to the extent that
15 they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

16 3. DEFENDANT has not completed his investigation and discovery into the
17 subject matter of this litigation. The following responses to the Requests are based on the
18 information available to DEFENDANT at the time he provides these responses. Therefore,
19 DEFENDANT reserves the right to supplement or modify the information contained in these
20 responses, as appropriate, should additional information become available through discovery
21 or otherwise.

22 4. Without admitting that any documents are required to be produced, or are
23 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
24 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
25 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
26 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay
27 DEFENDANT for the reasonable cost of production of such documents. Therefore,
28 DEFENDANT maintains a standing objection to any and all requests for records based on
PLAINTIFF'S unwillingness to pay such reasonable costs, as such request(s) are unduly

1 burdensome and / or costly, and the burden or expense outweighs its likely benefit,
2 considering the need of the case, the amount in controversy, the parties resources, the
3 importance of the issue at stake in the action, and the importance or the discover in resolving
4 the issues. This is especially true in light of the fact that the COMPLAINT sets forth no
5 time limits whatsoever as to the subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B)
6 and (b)(2)(C)(iii).

7 Notwithstanding those objections, DEFENDANT responds as follow:

8 **REQUEST NO. 1:**

9 DOCUMENTS RELATING TO any litigation with which YOU have ever been
10 involved, whether as plaintiff or defendant, which involve or relate to legal or factual
11 matters similar to those in this litigation, including, but not limited to, issues of copyright,
12 trademark, service mark and unfair competition violations. The Request calls for a legal
13 conclusion.

14 **RESPONSE TO REQUEST NO. 1:**

15 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
16 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
17 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
18 alleged therein, and therefore, the information sought in the Request is irrelevant without a
19 proper time context in the COMPLAINT. The Request calls for a legal conclusion.

20 **REQUEST NO. 2:**

21 DOCUMENTS RELATING TO any United States Customs Ruling or inquiry
22 RELATING TO YOU regarding copyrights, trademarks, service marks or any other
23 intellectual property rights.

24 **RESPONSE TO REQUEST NO. 2:**

25 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
26 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
27 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
28 alleged therein, and therefore, the information sought in the Request is irrelevant without a
proper time context in the COMPLAINT.

REQUEST NO. 3:

DOCUMENTS RELATING TO importation into the United States of America of the DISPUTED PRODUCT and its component parts, if any, including, but not limited to, letters of credit, transactions, bills of lading, customs declarations, invoices, purchase orders, certification documents, weight documentation, container identification documents and government authorization documents. The Request calls for a legal conclusion.

RESPONSE TO REQUEST NO. 3:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 4:

DOCUMENTS sufficient to IDENTIFY the addresses for facilities which YOU use for receiving, processing, and/or warehousing the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 4:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT'S business address is 9360 W. Flamingo Road, Ste. 110-422, Las Vegas, NV 89147.

REQUEST NO. 5:

DOCUMENTS RELATING TO PLAINTIFF.

RESPONSE TO REQUEST NO. 5:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a

proper time context in the COMPLAINT.

REQUEST NO. 6:

DOCUMENTS RELATING TO the COPYRIGHTS.

RESPONSE TO REQUEST NO. 6:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 7:

DOCUMENTS RELATING TO the TRADEMARKS.

RESPONSE TO REQUEST NO. 7:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 8:

DOCUMENTS RELATING TO the creation and maintenance of
www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 8:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT will produce such documents in the near future.

REQUEST NO. 9:

DOCUMENTS RELATING TO YOUR affiliation with co-Defendant Software

1 Surplus Inc.

2 **RESPONSE TO REQUEST NO. 9:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT
8 admits that he is the President of Software Surplus, Inc.

9 **REQUEST NO. 10:**

10 DOCUMENTS RELATING TO any shipment by YOU of the DISPUTED
11 PRODUCT.

12 **RESPONSE TO REQUEST NO. 10:**

13 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
14 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
15 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
16 alleged therein, and therefore, the information sought in the Request is irrelevant without a
17 proper time context in the COMPLAINT.

18 **REQUEST NO. 11:**

19 DOCUMENTS RELATING TO any copyright owned by PLAINTIFF.

20 **RESPONSE TO REQUEST NO. 11:**

21 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
22 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
23 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
24 alleged therein, and therefore, the information sought in the Request is irrelevant without a
25 proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT
26 has no such documents.

27 **REQUEST NO. 12:**

28 DOCUMENTS RELATING TO any trademark owned by PLAINTIFF.

RESPONSE TO REQUEST NO. 12:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT has no such documents.

REQUEST NO. 13:

Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase, sale, offering for sale, distributing, and/or manufacturing of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 13:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT. Notwithstanding the objection, DEFENDANT is not a manufacturer and does not manufacture products.

REQUEST NO. 14:

Any and all DOCUMENTS, including emails, RELATING TO YOUR purchase, sale, offering for sale, distributing, and/or manufacturing of any software.

RESPONSE TO REQUEST NO. 14:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 15:

DOCUMENTS RELATING TO licenses or authorizations to create, produce, manufacture, distribute, sell or offer to sell the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 15:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 16:

DOCUMENTS RELATING TO any licenses or authorizations to create, produce, manufacture, distribute, sell or offer to sell any product YOU distribute.

RESPONSE TO REQUEST NO. 16:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 17:

Any and all DOCUMENTS, including emails, reflecting any financial gain received by YOU RELATING TO the purchase, sale, offer for sale, distributing and/or manufacturing of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 17:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 18:

DOCUMENTS RELATING TO the cost incurred by YOU in connection with the purchase, sale, offer for sale, manufacture and/or distribution of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 18:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 19:

DOCUMENTS RELATING TO any and all changes, "running changes," alterations, modifications and/or variations of the design of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 19:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 20:

DOCUMENTS including, but not limited to, drawings, artwork, models, molds, screens, patterns, plans, guides, matrices, mattes, forms, negatives, directions, instructions or any other material used in connection with the creation or manufacture of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 20:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 21:

DOCUMENTS RELATING TO the design, manufacture, distribution, sale, offer for sale, delivery, storage and/or inventory of the DISPUTED PRODUCT, including, but not

1 limited to, invoices, contracts and correspondence.

2 **RESPONSE TO REQUEST NO. 21:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT.

8 **REQUEST NO. 22:**

9 DOCUMENTS RELATING TO any advertising of the DISPUTED PRODUCT on
10 www.softwaresurplus.com or elsewhere.

11 **RESPONSE TO REQUEST NO. 22:**

12 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
13 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
14 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
15 alleged therein, and therefore, the information sought in the Request is irrelevant without a
16 proper time context in the COMPLAINT.

17 **REQUEST NO. 23:**

18 DOCUMENTS RELATING TO the PERSONS who designed, manufactured,
19 distributed, sold, offered for sale, shipped or otherwise supplied the DISPUTED
20 PRODUCT.

21 **RESPONSE TO REQUEST NO. 23:**

22 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
23 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
24 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
25 alleged therein, and therefore, the information sought in the Request is irrelevant without a
26 proper time context in the COMPLAINT.

27 **REQUEST NO. 24:**

28 DOCUMENTS RELATING TO the PERSONS who purchased the DISPUTED
PRODUCT from YOU.

RESPONSE TO REQUEST NO. 24:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 25:

Contracts or agreements YOU have with any third party(ies) RELATING TO the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 25:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 26:

DOCUMENTS RELATING TO and representative samples of each variation of any advertising or promotional materials used by YOU in connection with the promotion, marketing or sale of the DISPUTED PRODUCT, including, but not limited to, price displays and/or lists, labels and/or emblems, signs and displays, stationery and business cards, catalogues, flyers, brochures, letters, memoranda and packaging.

RESPONSE TO REQUEST NO. 26:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 27:

DOCUMENTS reflecting YOUR financial statements for calendar or fiscal years

1 2006 through the present.

2 **RESPONSE TO REQUEST NO. 27:**

3 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
4 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
5 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
6 alleged therein, and therefore, the information sought in the Request is irrelevant without a
7 proper time context in the COMPLAINT.

8 **REQUEST NO. 28:**

9 DOCUMENTS RELATING TO the transfer of any assets by YOU to any third
10 party(ies) from 2006 until the present.

11 **RESPONSE TO REQUEST NO. 28:**

12 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
13 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
14 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
15 alleged therein, and therefore, the information sought in the Request is irrelevant without a
16 proper time context in the COMPLAINT.

17 **REQUEST NO. 29:**

18 DOCUMENTS RELATING TO the revenue YOU received from the sale of the
19 DISPUTED PRODUCT.

20 **RESPONSE TO REQUEST NO. 29:**

21 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
22 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
23 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
24 alleged therein, and therefore, the information sought in the Request is irrelevant without a
25 proper time context in the COMPLAINT.

26 **REQUEST NO. 30:**

27 DOCUMENTS RELATING TO all of the costs incurred by YOU from the sale of
28 the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 30:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 31:

DOCUMENTS RELATING TO all YOUR purchases of the DISPUTED PRODUCT from YOUR suppliers.

RESPONSE TO REQUEST NO. 31:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 32:

DOCUMENTS RELATING TO any importation or exportation of the DISPUTED PRODUCT by YOU.

RESPONSE TO REQUEST NO. 32:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks information that is not Relevant, and is not reasonably calculated to lead to the discovery of admissible evidence. The COMPLAINT sets forth no time frames for any of the acts alleged therein, and therefore, the information sought in the Request is irrelevant without a proper time context in the COMPLAINT.

REQUEST NO. 33:

DOCUMENTS RELATING TO all profits received by YOU from the sale of the DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 33:

Objection: This Request is unduly burdensome, vague, ambiguous, and seeks

1 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 2 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 3 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 4 proper time context in the COMPLAINT. The term “profit” is not sufficiently defined or
 5 identified.

6 **REQUEST NO. 34:**

7 Insurance policies RELATING TO the claims asserted by PLAINTIFF against YOU
 8 in this lawsuit.

9 **RESPONSE TO REQUEST NO. 34:**

10 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
 11 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 12 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 13 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 14 proper time context in the COMPLAINT.

15 **REQUEST NO. 35:**

16 DOCUMENTS establishing, referring to or RELATING TO ALL PERSONS who
 17 have personal knowledge of facts concerning this action or the subject matter of this action,
 18 and the substance of those facts.

19 **RESPONSE TO REQUEST NO. 35:**

20 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
 21 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
 22 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
 23 alleged therein, and therefore, the information sought in the Request is irrelevant without a
 24 proper time context in the COMPLAINT.

25 **REQUEST NO. 36:**

26 DOCUMENTS RELATING TO, identifying or referring to all PERSONS YOU
 27 expect to call as expert witnesses at trial, the area(s) of expertise and subject matter on
 28 which the expert is expected to testify and a summary of the grounds for each opinion, all
 written reports of each expert, the most recent resume or curriculum vitae of each expert and

1 all notes, diagrams, photographs, videotapes or other documents prepared or reviewed by
2 each expert.

3 **RESPONSE TO REQUEST NO. 36:**

4 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
5 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
6 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
7 alleged therein, and therefore, the information sought in the Request is irrelevant without a
8 proper time context in the COMPLAINT. Without such context, the DEFENDANT has
9 been unable to sufficiently prepare his defense. Notwithstanding the objection, the time for
10 production of such documents has not expired, and any such documents, if any, will be
11 produced according to the relevant procedural time frame.

12 **REQUEST NO. 37:**

13 Written or recorded statements and DOCUMENTS concerning this action or the
14 subject matter of this action.

15 **RESPONSE TO REQUEST NO. 37:**

16 Objection: This Request is unduly burdensome, vague, ambiguous, and seeks
17 information that is not Relevant, and is not reasonably calculated to lead to the discovery of
18 admissible evidence. The COMPLAINT sets forth no time frames for any of the acts
19 alleged therein, and therefore, the information sought in the Request is irrelevant without a
20 proper time context in the COMPLAINT.

21 **REQUEST NO. 38:**

22 All DOCUMENTS that support the COUNTERCLAIMS.

23 **RESPONSE TO REQUEST NO. 38:**

24 Objection: Respondent objects that this Request is overbroad, vague and unduly
25 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
26 Respondent answers as follows:

27 See Disclosures at 222-336.

28 **REQUEST NO. 39:**

All DOCUMENTS that support YOUR contention in paragraph 15 of the

1 COUNTERCLAIMS that "Adobe published the press release to third parties, including,
2 inter alia, news media outlets, news services, and publications."

3 **RESPONSE TO REQUEST NO. 39:**

4 Objection: Respondent objects that this Request is overbroad, vague and unduly
5 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
6 Respondent answers as follows:

7 See Disclosures at 269-336.

8 **REQUEST NO. 40:**

9 All DOCUMENTS that support YOUR contention in paragraph 16 of the
10 COUNTERCLAIMS that "Adobe and SIIA, acting in concert, published the press release to
11 third parties, including, inter alia, news media outlets, news services, and publications."

12 **RESPONSE TO REQUEST NO. 40:**

13 Objection: Respondent objects that this Request is overbroad, vague and unduly
14 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
15 Respondent answers as follows:

16 See Disclosures at 222-336. See Response to Request Nos. 47 and 52.

17 **REQUEST NO. 41:**

18 All DOCUMENTS that support YOUR contention in paragraph 17 of the
19 COUNTERCLAIMS that "The statements in the press release concerning Christenson and
20 SSI were false and defamatory."

21 **RESPONSE TO REQUEST NO. 41:**

22 Objection: Respondent objects that this Request is overbroad, vague and unduly
23 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
24 Respondent answers as follows:

25 See Disclosures at 222-336. See Response to Request No. 47 and 52.

26 **REQUEST NO. 42:**

27 All DOCUMENTS that support YOUR contention in paragraph 22 of the
28 COUNTERCLAIMS that "Adobe has no evidence or any good faith basis upon which to
assert that Christenson or SSI ever distributed unauthorized copies of Adobe software."

RESPONSE TO REQUEST NO. 42:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

REQUEST NO. 43:

All DOCUMENTS that support YOUR contention in paragraph 26 of the COUNTERCLAIMS that "Adobe and SIIA knowingly and maliciously made and published false, defamatory, and unprivileged statements to third parties ..."

RESPONSE TO REQUEST NO. 43:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

REQUEST NO. 44:

All DOCUMENTS that support YOUR contention in paragraph 33 of the COUNTERCLAIMS that "As a result of the actions of Adobe and SIIA, Christenson and SSI have been harmed and damaged as alleged above, in an amount in excess of \$75,000."

RESPONSE TO REQUEST NO. 44:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

DEFENDANT has suffered damage of reputation to his business, and loss of sales due to damage of reputation. The estimated loss of sales since the relevant publication in the fall of 2009 is in excess of \$200,000.00.

REQUEST NO. 45:

All DOCUMENTS that support any damage sustained by YOU at all.

RESPONSE TO REQUEST NO. 45:

See Response to Request No. 44.

REQUEST NO. 46:

All DOCUMENTS that support YOUR contention in paragraph 38 of the COUNTERCLAIMS that YOU "...and SSI are entitled to recover punitive damages."

RESPONSE TO REQUEST NO. 46:

See Disclosures at 222-336. See Response to Request No. 47 and 52.

DEFENDANT has suffered damage of reputation to his business, and loss of sales due to damage of reputation. The estimated loss of sales since the relevant publication in the fall of 2009 is in excess of \$200,000.00.

REQUEST NO. 47:

All DOCUMENTS that support YOUR contention in paragraph 63 of the COUNTERCLAIMS that "At all times relevant herein, SIIA was an alter ego and / or instrumentality of Adobe and its principals."

RESPONSE TO REQUEST NO. 47:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

See generally, Disclosures at 269-326. An Adobe executive sits on the SIIA Board of Directors. See Disclosures at 223. SIIA operates as Adobes agent and "promotes and protects its interests." Id. at 224. Adobe is a member of SIIA's Education Division and Software Division, . Id. at 245, 264. SIIA promotes Adobe's products. Id. at 268. SIIA repeatedly conducts investigations for, sues and takes other legal action on behalf of Adobe. Id. at 269-76, 315-16. SIIA receives funds in its legal proceedings which it initiates in the name of and on behalf of its members such as Adobe, and uses those funds to promote its own operations. Id. at 269-70. SIIA offers monetary rewards to informants as part of these investigations, and operates in conjunction with law enforcement agencies. Id. at 269-70.273, 292. SIIA has alleged that it "investigated and filed" the instant lawsuit on behalf of Adobe. Id. at 275.

REQUEST NO. 48:

All DOCUMENTS that support YOUR contention in paragraph 64 of the COUNTERCLAIMS that "SIIA is so influenced, governed, and controlled by Adobe and its principals, that SIIA is the alter ego and / or instrumentality of Adobe and its principals.

RESPONSE TO REQUEST NO. 49:

See Response to Request No. 47.

REQUEST NO. 50:

All DOCUMENTS that support YOUR contention in paragraph 65 of the COUNTERCLAIMS that "There is such unity of interest and ownership and control between Adobe and its principals, and SIIA, that they are inseparable from each other."

RESPONSE TO REQUEST NO. 50:

See Response to Request No. 47.

REQUEST NO. 51:

All DOCUMENTS that support YOUR contention in paragraph 66 of the COUNTERCLAIMS that "Adherence to the fiction of separate entity between Adobe and its principals, and SIIA, would, under the circumstances, sanction a fraud or promote injustice to the detriment of Christenson and SIIA."

RESPONSE TO REQUEST NO. 51:

See Response to Request No. 47.

REQUEST NO. 51:

All DOCUMENTS that support YOUR contention in paragraph 67 of the COUNTERCLAIMS that "By reason of the foregoing, it has been necessary for Christenson and SIIA to obtain the services of an attorney to prosecute this action, and Christenson and SSI are entitled to recover their reasonable attorney's fees and costs."

RESPONSE TO REQUEST NO. 53:

Objection: Respondent objects that this Request is overbroad, vague and unduly burdensome. The Request calls for a legal conclusion. Notwithstanding that objection, Respondent answers as follows:

DEFENDANT is not an attorney or schooled in the law, and therefore was required

1 to hire an attorney to protect his legal rights.

2 **REQUEST NO. 52:**

3 All DOCUMENTS that support "Defamation and Defamation Per Se" as a proper
4 claim brought by YOU against Adobe.

5 **RESPONSE TO REQUEST NO. 52:**

6 Objection: Respondent objects that this Request is overbroad, vague and unduly
7 burdensome. The Request calls for a legal conclusion. Notwithstanding that objection,
8 Respondent answers as follows:

9 The statements complained of in the COMPLAINT are patently false because
10 DEFENDANT has never knowingly sold or distributed, let alone created, any unauthorized
11 product, whether it be a product for which Adobe allegedly holds a copyright or trademark,
12 or any other product. PLAINTIFF knew these facts, knew its allegations were false, and
13 published the statements complained of and pursued this action nevertheless.

14 PLAINTIFF was fully aware of DEFENDANT'S business operations for many years,
15 and to the degree DEFENDANT sold or distributed any products in any way related to
16 PLAINTIFF, PLAINTIFF ratified and approved those sales. The ratification was made,
17 inter alia, by telephone communication from Adobe or its agents. See also Third, Fourth,
18 Fifth, Sixth, Seventh, Fifteenth, Seventeenth, Eighteenth, and Twenty-First Affirmative
19 Defenses. See also Response to Request No. 47.

20 DEFENDANT has suffered damage of reputation to his business, and loss of sales
21 due to damage of reputation. The estimated loss of sales since the relevant publication in
22 the fall of 2009 is in excess of \$200,000.00.

23 **REQUEST NO. 53:**

24 All DOCUMENTS that support "False Light" as a proper claim brought by YOU
25 against Adobe.

26 **RESPONSE TO REQUEST NO. 53:**

27 See Response to Request No. 52.

28 **REQUEST NO. 54:**

All DOCUMENTS that support "Business Disparagement" as a proper claim brought

1 by YOU against Adobe.

2 **RESPONSE TO REQUEST NO. 54:**

3 See Response to Request No. 52.

4 **REQUEST NO. 55:**

5 All DOCUMENTS that support "Aiding and Abetting" as a proper claim brought by
6 YOU against Adobe.

7 **RESPONSE TO REQUEST NO. 55:**

8 See Response to Request No. 52.

9 **REQUEST NO. 56:**

10 All DOCUMENTS that support any claim for "Aiding and Abetting".

11 **RESPONSE TO REQUEST NO. 56:**

12 See Response to Request No. 52.

13 **REQUEST NO. 57:**

14 All DOCUMENTS that support "Civil Conspiracy" as a proper claim brought by
15 YOU against Adobe.

16 **RESPONSE TO REQUEST NO. 57:**

17 See Response to Request No. 52.

18 **REQUEST NO. 58:**

19 All DOCUMENTS that support any claim for "Civil Conspiracy".

20 **RESPONSE TO REQUEST NO. 58:**

21 See Response to Request No. 52.

22 **REQUEST NO. 59:**

23 All DOCUMENTS that support "Alter Ego / Instrumentality" as a proper claim
24 brought by YOU against Adobe.

25 **RESPONSE TO REQUEST NO. 59:**

26 See Response to Request No. 52.

27 **REQUEST NO. 60:**

28 All DOCUMENTS that support any claim for "Alter Ego / Instrumentality".

RESPONSE TO REQUEST NO. 60:

1 See Response to Request No. 52.

2 **REQUEST NO. 61:**

3 DOCUMENTS that provide evidentiary support for the factual basis for the
4 allegations of YOUR affirmative defenses contained in YOUR ANSWER.

5 **RESPONSE TO REQUEST NO. 61:**

6 See Disclosures.

7 **REQUEST NO. 62:**

8 All DOCUMENTS any witness identified by YOU in YOUR initial disclosures or
9 any supplemental disclosures intends to authenticate, introduce, or reference at trial.

10 **RESPONSE TO REQUEST NO. 62:**

11 See Disclosures.

12 **REQUEST NO. 63:**

13 DOCUMENTS that support any of YOUR affirmative defenses contained in YOUR
14 ANSWER.

15 **RESPONSE TO REQUEST NO. 63:**

16 See Disclosures.

17 **REQUEST NO. 64:**

18 DOCUMENTS, demonstrative aids, summaries or other items that YOU intend to
19 utilize at the trial of this action, whether as an exhibit or to assist in any way the testimony of
20 any witness.

21 **RESPONSE TO REQUEST NO. 64:**

22 See Disclosures.

23 **REQUEST NO. 65:**

24 DOCUMENTS not previously identified in these requests which RELATE TO or
25 support any claims relevant to YOUR responses to the Interrogatories.

26 **RESPONSE TO REQUEST NO. 65:**

27 None at this time.

28 **REQUEST NO. 66:**

 DOCUMENTS not previously identified in these requests which RELATE TO or

1 support any claims or denials relevant to YOUR responses to the Requests for Admission.

2 **RESPONSE TO REQUEST NO. 66:**

3 None at this time.

4 **REQUEST NO. 67:**

5 DOCUMENTS not previously identified in these requests which RELATE TO or
6 support any claims or defenses relevant to the COMPLAINT.

7 **RESPONSE TO REQUEST NO. 67:**

8 None at this time.

9 **REQUEST NO. 68:**

10 All DOCUMENTS identified in YOUR initial disclosures.

11 **RESPONSE TO REQUEST NO. 68:**

12 See Disclosures.

13 DATED this 12th day of October, 2010.

14 **LAW OFFICE OF LISA RASMUSSEN, PC**

15 */s/ Lisa A. Rasmussen*

16 BY: _____

17 Lisa A. Rasmussen, Esq.

18 Attorneys for Defendants Joshua Christenson
19 and Software Surplus, Inc.

20 **ROBERT L. LANGFORD & ASSOCIATES**

21 */s/ Robert L. Langford*

22 BY: _____
Robert L. Langford, Esq.

23 Attorneys for Defendants Joshua Christenson
24 and Software Surplus, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT JOSHUA CHRISTENSON'S RESPONSES TO PLAINTIFF ADOBE'S
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT CHRISTENSON**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ Lisa A. Rasmussen

Lisa A. Rasmussen, Esq.

LISA A. RASMUSSEN
LAW OFFICE OF LISA RASMUSSEN, PC
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lisa@lrasmussenlaw.com
Attorneys for Joshua Christenson
and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,
vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,
v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,
v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT SOFTWARE
SURPLUS, INC.'S RESPONSES TO
ADOBE'S FIRST SET OF
REQUESTS FOR ADMISSION TO
DEFENDANT SOFTWARE
SURPLUS, INC.**

RESPONSES TO REQUESTS FOR ADMISSION

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1). It also means information reasonably calculated to lead to the discovery of admissible evidence.
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Request,” “Requests,” “Request for Admission,” or “Requests for Admission” means the Plaintiff’s First Set of Requests for Admission to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the Requests as applicable, and Standing Objection #1 applies to all Requests for Admission which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Requests for Admission Nos. 82-89, 94-115, and 123-147.

1 1. The definition of the term DISPUTED PRODUCT as used in the Requests for
2 Admission Definition No. 7 incorporates the definitions of COPYRIGHTS and
3 TRADEMARKS as set forth in Requests for Admission Definitions Nos. 4 and 5,
4 respectively. In turn, the definition of COPYRIGHTS incorporates a list of alleged
5 copyrights allegedly owned by PLAINTIFF attached to the Requests for Admission as
6 Exhibit A. Likewise, the definition TRADEMARKS incorporates a list of trademarks
7 allegedly owned by PLAINTIFF attached to the Requests for Admission as Exhibit B. The
8 use of the term DISPUTED PRODUCT thus calls for a legal conclusions and relies on the
9 unverified factual assertion that the alleged COPYRIGHTS listed in Exhibit A and the
10 alleged TRADEMARKS listed in Exhibit B are valid and legally sufficient in all respects
11 and actually owned by PLAINTIFF. The term DISPUTED PRODUCT is also vague and
12 ambiguous because it fails to identify the time period during which the TRADEMARKS
13 and COPYRIGHTS were allegedly held and / or owned by PLAINTIFF.

14 2. DEFENDANT objects to PLAINTIFF'S Definitions and Instructions to the
15 extent that they are not susceptible to reasonable interpretation or limitation and to the extent
16 that they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

17 3. DEFENDANT has not completed his investigation and discovery into the
18 subject matter of this litigation. The following responses to the Requests are based on the
19 information available to DEFENDANT at the time he provides these responses. Therefore,
20 DEFENDANT reserves the right to supplement or modify the information contained in these
21 responses, as appropriate, should additional information become available through discovery
22 or otherwise.

23 4. Without admitting that any documents are required to be produced, or are
24 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
25 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
26 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
27 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay
28 DEFENDANT for the reasonable cost of production of such documents. Therefore,
DEFENDANT maintains a standing objection to any and all requests for records based on

1 PLAINTIFF'S unwillingness to pay such reasonable costs, as such request(s) are unduly
 2 burdensome and / or costly, and the burden or expense outweighs its likely benefit,
 3 considering the need of the case, the amount in controversy, the parties resources, the
 4 importance of the issue at stake in the action, and the importance or the discover in resolving
 5 the issues. This is especially true in light of the fact that the COMPLAINT sets forth no
 6 time limits whatsoever as to the subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B)
 7 and (b)(2)(C)(iii).

8 Notwithstanding those objections, DEFENDANT responds as follow:

9 **REQUEST NOS. 1:**

10 PLAINTIFF owns valid and effective copyright registrations for the copyrights listed
 11 in Exhibit A attached hereto.

12 **RESPONSE TO REQUEST NO. 1:**

13 Objection: This Request for Admission calls for a legal conclusion. The admission
 14 request is vague, ambiguous, and seeks information that is not Relevant, because like the
 15 Complaint, neither the Request nor the "Exhibit A" referred to make any reference to time
 16 frames. Plaintiff is without information sufficient to respond to this request, and denies the
 17 request on this basis.

18 **REQUEST NO. 2:**

19 PLAINTIFF owns valid and effective trademark registrations for the trademarks
 20 listed in Exhibit B attached hereto.

21 **RESPONSE TO REQUEST NO. 2:**

22 Objection: This Request for Admission calls for a legal conclusion. The admission
 23 request is vague, ambiguous, and seeks information that is not Relevant, because like the
 24 Complaint, neither the Request nor the "Exhibit B" referred to make any reference to time
 25 frames. Plaintiff is without information sufficient to respond to this Request, and denies the
 26 Request on this basis.

27 **REQUEST NOS. 3 THROUGH 49:**

28 Plaintiff owns copyright registration . . . [each Request referencing a number and a
 name in quotation marks]

RESPONSE TO REQUEST NOS. 3 THROUGH 49:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 50 THROUGH 81:

Plaintiff owns trademark registration . . . [each Request referencing a number and a name in quotation marks]

RESPONSE TO REQUEST NOS. 50 THROUGH 81:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 82-85:

YOU . . . (advertised / offered for sale / sold / distributed) . . . DISPUTED PRODUCT.

RESPONSE TO REQUEST NOS. 82-85:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NOS. 86-89:

YOU did not have permission from PLAINTIFF . . . to (advertise / offer for sale / sell / distribute) . . . DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 89-89:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 90-93:

YOU did not have permission from PLAINTIFF . . . to (advertise / offer for sale /

1 sell / distribute) . . . any product.

2 **RESPONSE TO REQUEST NOS. 90-93:**

3 Objection: These Requests for Admission are vague, ambiguous, and seek
4 information that is not Relevant, because like the Complaint, they make no reference to time
5 frames. The information Requested is also beyond the scope of discovery because the
6 reference to “any product” is overbroad, beyond the scope of the claims in the Complaint,
7 and irrelevant.

8 **REQUEST NO. 94-99:**

9 YOU earned a NET PROFIT in excess of . . . (\$50,000.00 / \$100,000.00 /
10 \$200,000.00 / \$500,000.00 / \$1,000,000.00) from the sale of the DISPUTED PRODUCT.

11 **RESPONSE TO REQUEST NO. 94-99:**

12 Objection: These Requests for Admission are vague, ambiguous, and seek
13 information that is not Relevant, because like the Complaint, they make no reference to time
14 frames.

15 **REQUEST NO. 100:**

16 Plaintiff owns the exclusive rights to reproduce, distribute or license the reproduction
17 and distribution of the COPYRIGHTS in the United States.

18 **RESPONSE TO REQUEST NO. 100:**

19 Objection: This Request for Admission calls for a legal conclusion. The admission
20 Request is vague, ambiguous, and seeks information that is not Relevant, because like the
21 Complaint, the Request makes no reference to time frames. Plaintiff is without information
22 sufficient to respond to this Request, and denies the Request on this basis.

23 **REQUEST NO. 101-104:**

24 YOUR . . . (advertisement / offer for sale / sale / distribution) . . . of DISPUTED
25 PRODUCT infringed PLAINTIFF’S exclusive rights in the COPYRIGHTS.

26 **RESPONSE TO REQUEST NO. 101-104:**

27 Objection: These Requests for Admission call for legal conclusions. The admission
28 Requests are vague, ambiguous, and seek information that is not Relevant, because like the
Complaint, they makes no reference to time frames.

REQUEST NO. 105:

Plaintiff owns the exclusive right to reproduce, distribute or license the reproduction and distribution of product bearing any of the TRADEMARKS in the United States.

RESPONSE TO REQUEST NO. 105:

Objection: The Request for Admission calls for a legal conclusion. The admission Request is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 106-109:

YOUR . . . (advertisement / offer for sale / sale / distribution) . . . of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the TRADEMARKS.

RESPONSE TO REQUEST NOS. 106-109:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 110:

YOU sold unauthorized copies of PLAINTIFF'S software.

RESPONSE TO REQUEST NO. 110:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 111:

YOU sold unlicensed product bearing at least one of the TRADEMARKS.

RESPONSE TO REQUEST NO. 111:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 112:

YOU sold unlicensed product that contained at least one of the copyrighted software programs owned by PLAINTIFF.

RESPONSE TO REQUEST NO. 112:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because “copyrighted software programs owned by PLAINTIFF” are not sufficiently identified.

REQUEST NO. 113:

The DISPUTED PRODUCT was once licensed by Adobe.

RESPONSE TO REQUEST NO. 113:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NOS. 114-115:

The license under which the DISPUTED PRODUCT was distributed prohibited its sale . . . (its sale by YOU).

RESPONSE TO REQUEST NO. 114-115:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 116:

www.softwaresurplus.com is YOUR website.

RESPONSE TO REQUEST NO. 116:

Defendant admits www.softwaresurplus.com is owned by Software Surplus, Inc.

REQUEST NO. 117:

YOU own www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 117:

Defendant admits www.softwaresurplus.com is owned by Software Surplus, Inc.

REQUEST NO. 118:

YOU operate www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 118:

Defendant admits www.softwaresurplus.com is operated by Software Surplus, Inc.

REQUEST NO. 119-122:

www.softwaresurplus.com accepts payment using the services of . . . (PayPal, Inc. / Google Checkout / Yahoo! Inc. / other accounts not listed herein).

RESPONSE TO REQUEST NO. 119-122:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The information requested is also beyond the scope of discovery because it is overbroad and irrelevant. The Request is overbroad and unduly burdensome.

REQUEST NO. 123-124:

YOU . . . (facilitated the sale / collected money from the sale) . . . of DISPUTED PRODUCT through YOUR website, www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 123-124:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 125-126:

YOU offered for sale DISPUTED PRODUCT through . . . (websites / venues) . . . other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 125-126:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 127-128:

YOU sold DISPUTED PRODUCT through . . . (websites / venues) . . . other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 127-128:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 129:

YOU purchased keywords that were the same as one of the TRADEMARKS for advertising purposes.

RESPONSE TO REQUEST NO. 129:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 130:

YOU used at least one of the TRADEMARKS in YOUR listings for software on www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 130:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 131:

YOU completed sales of the DISPUTED PRODUCT through the website www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 131:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 132:

YOU completed sales of the DISPUTED PRODUCT through websites other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 132:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 133:

Prior to the filing of the COMPLAINT against YOU, YOU knew that the DISPUTED PRODUCT constituted unauthorized product.

RESPONSE TO REQUEST NO. 133:

Objection: The Request for Admission is vague, ambiguous, and seeks information

1 that is not Relevant, because like the Complaint, it make no reference to time frames. The
 2 Request for Admission is vague and ambiguous because the term “unauthorized product” is
 3 vague and ambiguous as compared to the DISPUTED PRODUCT identified in the Request
 4 for Admission. Notwithstanding the response, Defendant denies ever knowingly selling any
 5 unauthorized products.

6 **REQUEST NO. 134:**

7 Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
 8 sale of at least some of the DISPUTED PRODUCT constituted copyright infringement.

9 **RESPONSE TO REQUEST NO. 134:**

10 Objection: The Request for Admission is vague, ambiguous, and seeks information
 11 that is not Relevant, because like the Complaint, it make no reference to time frames.
 12 Notwithstanding the response, DEFENDANT has no recollection of receiving any such
 13 notice.

14 **REQUEST NO. 135:**

15 Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
 16 sale of at least some of the DISPUTED PRODUCT constituted trademark infringement.

17 **RESPONSE TO REQUEST NO. 135:**

18 Objection: The Request for Admission is vague, ambiguous, and seeks information
 19 that is not Relevant, because like the Complaint, it make no reference to time frames.
 20 Notwithstanding the response, Defendant has no recollection of receiving any such notice.

21 **REQUEST NOS. 136-137:**

22 Even after learning of concerns regarding the legitimacy of the DISPUTED
 23 PRODUCT, YOU continued to . . . (sell / advertise for sale) the DISPUTED PRODUCT.

24 **RESPONSE TO REQUEST NOS. 136-137:**

25 Objection: The Requests for Admission are vague, ambiguous, and seek information
 26 that is not Relevant, because like the Complaint, they make no reference to time frames.
 27 The Requests for Admission are vague and ambiguous because the term “learning of
 28 concerns regarding the legitimacy” is vague and ambiguous.

REQUEST NOS. 138-139:

At least some of the products advertised for sale by YOU . . . (are unauthorized copies of the COPYRIGHTS / use unauthorized copies of the TRADEMARKS).

RESPONSE TO REQUEST NOS. 138-139:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Notwithstanding the response, DEFENDANT never knowingly advertised unauthorized copies of any copyrighted or trademarked products.

REQUEST NO. 140:

YOU purchased the DISPUTED PRODUCT at prices below retail prices at the time of purchase.

RESPONSE TO REQUEST NO. 140:

Objection: The Request for Admission is vague, ambiguous, and seek information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 141:

YOU shipped the DISPUTED PRODUCT to YOUR customers.

RESPONSE TO REQUEST NO. 141:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 142-143:

YOU (imported / exported) DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 142-143:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 144-145:

YOU . . . (did not always / never) obtain(ed) proof of academic affiliation before accepting payment for DISPUTED PRODUCT identified as an educational or academic version.

RESPONSE TO REQUEST NO. 144-145:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous, because they do not specifically identify the DISPUTED PRODUCT referred to. Notwithstanding the response, Defendant admits that persons purchasing products from the website agree to their academic affiliation as a condition of purchase as appropriate.

REQUEST NO. 146-147:

YOU . . . (did not always / never) obtain(ed) proof of academic affiliation before shipping to a customer DISPUTED PRODUCT identified as an educational or academic version.

RESPONSE TO REQUEST NO. 146-147:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous, because they do not specifically identify the DISPUTED PRODUCT referred to. Notwithstanding the response, Defendant admits that persons purchasing products from the website agree to their academic affiliation as a condition of purchase as appropriate.

REQUEST NO. 148:

YOU advertised Adobe software product as a "Full" version when it was an academic version.

RESPONSE TO REQUEST NO. 148:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because "Adobe product" is not defined in the request, as opposed to the references to DISPUTED PRODUCT. The Requests for Admission are vague and ambiguous, because they do not specifically identify the product referred to as "Full" or "academic version."

REQUEST NO. 149:

YOU sold Adobe product in DVD cases alone.

RESPONSE TO REQUEST NO. 149:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED PRODUCT.

REQUEST NO. 150:

OEM software is distributed with specific hardware.

RESPONSE TO REQUEST NO. 150:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to sufficiently identify the specific software it is referring to.

REQUEST NO. 151:

OEM software is not to be unbundled from the hardware it came with.

RESPONSE TO REQUEST NO. 151:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to sufficiently identify the specific software it is referring to.

REQUEST NO. 152:

YOU sold OEM Adobe product without the accompanying original hardware.

RESPONSE TO REQUEST NO. 152:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to specify the specific software it is referring to. The Request for Admission is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED

1 PRODUCT.

2 **REQUEST NO. 153:**

3 YOU sold Adobe product that differed from retail versions.

4 **RESPONSE TO REQUEST NO. 153:**

5 Objection: The Request for Admission is vague, ambiguous, and seeks information
6 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
7 Request for Admission is vague and ambiguous because it fails to specify the specific
8 software it is referring to, and fails to define “retail versions.” The Request for Admission
9 is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed
10 to the references to DISPUTED PRODUCT.

11 **REQUEST NO. 154:**

12 YOU sold Adobe product with packaging that differed from their retail equivalents.

13 **RESPONSE TO REQUEST NO. 154:**

14 Objection: The Request for Admission is vague, ambiguous, and seeks information
15 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
16 Request for Admission is vague and ambiguous because it fails to specify the specific
17 software it is referring to, and fails to define “retail equivalents.” The Request for
18 Admission is vague and ambiguous because “Adobe product” is not defined in the Request,
19 as opposed to the references to DISPUTED PRODUCT.

20 **REQUEST NO. 155:**

21 YOU sold Adobe product that stated on its packaging that it was “Made in
22 Singapore.”

23 **RESPONSE TO REQUEST NO. 154:**

24 Objection: The Request for Admission is vague, ambiguous, and seeks information
25 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
26 Request for Admission is vague and ambiguous because it fails to specify the specific
27 software it is referring to. The Request for Admission is vague and ambiguous because
28 “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED
PRODUCT.

REQUEST NO. 156-57:

Adobe did not . . . (draft / approve) the PRESS RELEASE.

RESPONSE TO REQUEST NO. 156-157:

Denied.

REQUEST NO. 158:

Adobe's approval was never required for the PRESS RELEASE.

RESPONSE TO REQUEST NO. 158:

Denied.

REQUEST NO. 159-160:

Adobe did not . . . (issue / publish) . . . the PRESS RELEASE.

RESPONSE TO REQUEST NO. 159-160:

Denied.

REQUEST NO. 161-162:

Adobe did not . . . (comment in / have anything to do with) . . . the PRESS RELEASE.

RESPONSE TO REQUEST NO. 161-162:

Denied.

REQUEST NO. 163:

The reviews attached hereto as Exhibit C were posted on resellerratings.com.

RESPONSE TO REQUEST NO. 163:

Objection: The "Exhibit C" referred to is unauthenticated. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 164:

Individuals identifying themselves as YOUR customers have posted complaints about YOUR company at http://www.resellerratings.com/store/Software_Surplus (hereinafter "resellerratings.com").

RESPONSE TO REQUEST NO. 164:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant,

1 because like the Complaint, it makes no reference to time frames, and fails to sufficiently
2 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
3 respond to this Request, and denies the Request on this basis.

4 **REQUEST NO. 165:**

5 Individuals identifying themselves as YOUR customers have posted complaints
6 about YOU at resellerratings.com.

7 **RESPONSE TO REQUEST NO. 165:**

8 Objection: The Request for Admission seeks information that is not Relevant. The
9 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
10 because like the Complaint, it makes no reference to time frames and fails to sufficiently
11 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
12 respond to this Request, and denies the Request on this basis.

13 **REQUEST NO. 166:**

14 The resellerratings.com reviews for softwaresurplus.com included one post dated
15 7/19/10 that stated "THIS IS A SCAM!!"

16 **RESPONSE TO REQUEST NO. 166:**

17 Objection: The Request for Admission seeks information that is not Relevant. The
18 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
19 because it fails to sufficiently identify or authenticate the posting or the time referenced in
20 the Request. Plaintiff is without information sufficient to respond to this Request, and
21 denies the Request on this basis.

22 **REQUEST NO. 167:**

23 The resellerratings.com reviews for softwaresurplus.com included one post dated
24 4/20/10 that stated "These people are crooks and I should have heeded the warnings I read
25 online and not purchased from them."

26 **RESPONSE TO REQUEST NO. 167:**

27 Objection: The Request for Admission seeks information that is not Relevant. The
28 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
because it fails to sufficiently identify or authenticate the posting or the time referenced in

1 the Request. Plaintiff is without information sufficient to respond to this Request, and
2 denies the Request on this basis.

3 **REQUEST NO. 168:**

4 The resellerratings.com reviews for softwaresurplus.com included one post dated
5 4/20/10 that stated "Deceptive business practices to be for sure!"

6 **RESPONSE TO REQUEST NO. 168:**

7 Objection: The Request for Admission seeks information that is not Relevant. The
8 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
9 because it fails to sufficiently identify or authenticate the posting or the time referenced in
10 the Request. Plaintiff is without information sufficient to respond to this Request, and
11 denies the Request on this basis.

12 **REQUEST NO. 169:**

13 The resellerratings.com reviews for softwaresurplus.com included one post dated
14 2/1/10 that stated "Still waiting on refund for MS Office 2007 "Academic" version that was
15 a double-charged item and one of those items was returned on 1/11/2010 proof on USPS site
16 but no refund has been forthcoming thus far. I'm prepared to disclose their reputation and
17 file a complaint across the whole WWW if thats what it takes."

18 **RESPONSE TO REQUEST NO. 169:**

19 Objection: The Request for Admission seeks information that is not Relevant. The
20 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
21 because it fails to sufficiently identify or authenticate the posting or the time referenced in
22 the Request. Plaintiff is without information sufficient to respond to this Request, and
23 denies the Request on this basis.

24 **REQUEST NO. 170:**

25 The resellerratings.com reviews for softwaresurplus.com included one post dated
26 7/22/09 that stated "SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE.
27 BUYER BEWARE!!!"

28 **RESPONSE TO REQUEST NO. 170:**

Objection: The Request for Admission seeks information that is not Relevant. The

1 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
2 because it fails to sufficiently identify or authenticate the posting or the time referenced in
3 the Request. Plaintiff is without information sufficient to respond to this Request, and
4 denies the Request on this basis.

5 **REQUEST NO. 171:**

6 The resellerratings.com reviews for softwaresurplus.com included one post dated
7 7/22/09 that stated "THEY ARE RUNNING A SCAM!!"

8 **RESPONSE TO REQUEST NO. 171:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
12 the Request. Plaintiff is without information sufficient to respond to this Request, and
13 denies the Request on this basis.

14 **REQUEST NO. 172:**

15 The resellerratings.com reviews for softwaresurplus.com included one post dated
16 11/7/08 that stated "Like everyone else, I will never buy anything from this company again
17 and strongly advise against anyone else doing so as well."

18 **RESPONSE TO REQUEST NO. 172:**

19 Objection: The Request for Admission seeks information that is not Relevant. The
20 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
21 because it fails to sufficiently identify or authenticate the posting or the time referenced in
22 the Request. Plaintiff is without information sufficient to respond to this Request, and
23 denies the Request on this basis.

24 **REQUEST NO. 173:**

25 The resellerratings.com reviews for softwaresurplus.com included one post dated
26 9/19/08 that stated "WARNING: THIS COMPANY IS NOT REPUTABLE."

27 **RESPONSE TO REQUEST NO. 173:**

28 Objection: The Request for Admission seeks information that is not Relevant. The
Request for Admission is vague, ambiguous, and seeks information that is not Relevant,

1 because it fails to sufficiently identify or authenticate the posting or the time referenced in
2 the Request. Plaintiff is without information sufficient to respond to this Request, and
3 denies the Request on this basis.

4 **REQUEST NO. 174:**

5 The resellerratings.com reviews for softwaresurplus.com included one post dated
6 4/23/08 that stated "I ordered Visio 2007 Professional, and received Visio 2007 Professional
7 ACADEMIC VERSION!!! What baloney!"

8 **RESPONSE TO REQUEST NO. 174:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
12 the Request. Plaintiff is without information sufficient to respond to this Request, and
13 denies the Request on this basis.

14 **REQUEST NO. 175:**

15 The resellerratings.com reviews for softwaresurplus.com included one post dated
16 12/19/06 that stated "Very confusing and deceptive."

17 **RESPONSE TO REQUEST NO. 175:**

18 Objection: The Request for Admission seeks information that is not Relevant. The
19 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
20 because it fails to sufficiently identify or authenticate the posting or the time referenced in
21 the Request. Plaintiff is without information sufficient to respond to this Request, and
22 denies the Request on this basis.

23 **REQUEST NO. 176:**

24 The resellerratings.com reviews for softwaresurplus.com included one post dated
25 6/6/05 that stated "DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER
26 AS THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP
27 BOTH THE SOFTWARE YOU RETURN AND YOUR MONEY."

28 **RESPONSE TO REQUEST NO. 176:**

Objection: The Request for Admission seeks information that is not Relevant. The

1 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
 2 because it fails to sufficiently identify or authenticate the posting or the time referenced in
 3 the Request. Plaintiff is without information sufficient to respond to this Request, and
 4 denies the Request on this basis.

5 **REQUEST NO. 177:**

6 The resellerratings.com reviews for softwaresurplus.com included one post dated
 7 4/1/05 that stated "DO NOT USE THESE PEOPLE THEY LIE AND STEAL."

8 **RESPONSE TO REQUEST NO. 177:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
 10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
 11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
 12 the Request. Plaintiff is without information sufficient to respond to this Request, and
 13 denies the Request on this basis.

14 **REQUEST NO. 178:**

15 The reviews attached hereto as Exhibit D were posted on epinions.com.

16 **RESPONSE TO REQUEST NO. 178:**

17 Objection: The "Exhibit D" referred to is unauthenticated. Plaintiff is without
 18 information sufficient to respond to this Request, and denies the Request on this basis.

19 **REQUEST NO. 179:**

20 Individuals identifying themselves as YOUR customers have posted complaints
 21 about YOUR company at
 22 http://wwwO.epinions.com/Software_SurpIus_Online_Store/sec_-opinion_Iistipp_-1 /pa_-1
 23 #list (hereinafter "epinions.com").

24 **RESPONSE TO REQUEST NO. 179:**

25 Objection: The Request for Admission seeks information that is not Relevant. The
 26 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
 27 because like the Complaint, it makes no reference to time frames and fails to sufficiently
 28 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
 respond to this Request, and denies the Request on this basis.

REQUEST NO. 180:

Individuals identifying themselves as YOUR customers have posted complaints about YOU at epinions.com.

RESPONSE TO REQUEST NO. 180:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames and fails to sufficiently identify or authenticate the postings referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 181:

The epinions.com reviews for Software Surplus Online Store included one post dated Feb 01 '06 that stated "TERRIBLE!!!! Stay away from this Online Retailer!"

RESPONSE TO REQUEST NO. 181:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because it fails to sufficiently identify or authenticate the posting or the time referenced in the Request. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 182:

The epinions.com reviews for Software Surplus Online Store included one post dated Aug 16 '07 that stated "BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!"

RESPONSE TO REQUEST NO. 182:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because it fails to sufficiently identify or authenticate the posting or the time referenced in the Request. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 183:

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Apr 11 '09 that stated "I wish I'd researched them more carefully, rather than taking the
2 "unbiased reviews" on their website at face value. Caveat emptor!"

3 **RESPONSE TO REQUEST NO. 183:**

4 Objection: The Request for Admission seeks information that is not Relevant The
5 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
6 because it fails to sufficiently identify or authenticate the posting or the time referenced in
7 the Request. Plaintiff is without information sufficient to respond to this Request, and
8 denies the Request on this basis.

9 **REQUEST NO. 184:**

10 The epinions.com reviews for Software Surplus Online Store included one post dated
11 Jan 15 '07 that stated 'A... for AWFUL!!"

12 **RESPONSE TO REQUEST NO. 184:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 185:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 May 18 '07 that stated "MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE
21 SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS."

22 **RESPONSE TO REQUEST NO. 185:**

23 Objection: The Request for Admission seeks information that is not Relevant. The
24 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
25 because it fails to sufficiently identify or authenticate the posting or the time referenced in
26 the Request. Plaintiff is without information sufficient to respond to this Request, and
27 denies the Request on this basis.

28 **REQUEST NO. 186:**

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Feb 1 '07 that stated "Lousy, Lousy company, unprincipaled & unworthy of public trust."

2 **RESPONSE TO REQUEST NO. 186:**

3 Objection: The Request for Admission seeks information that is not Relevant. The
4 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
5 because it fails to sufficiently identify or authenticate the posting or the time referenced in
6 the Request. Plaintiff is without information sufficient to respond to this Request, and
7 denies the Request on this basis.

8 **REQUEST NO. 187:**

9 The epinions.com reviews for Software Surplus Online Store included one post dated
10 Feb 6 '07 that stated "They are bad!! This company is running an illegal scam. Too many
11 shady things about this one!!!!"

12 **RESPONSE TO REQUEST NO. 187:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 188:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 May 6 '09 that stated "They are crooks and somehow they must be brought to light,
21 prosecuted, and jailed."

22 **RESPONSE TO REQUEST NO. 188:**

23 Objection: The Request for Admission seeks information that is not Relevant. The
24 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
25 because it fails to sufficiently identify or authenticate the posting or the time referenced in
26 the Request. Plaintiff is without information sufficient to respond to this Request, and
27 denies the Request on this basis.

28 **REQUEST NO. 189:**

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Dec 27 '07 that stated "I already file a dispute and reported this company to Google, FTC &
2 BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!"

3 **RESPONSE TO REQUEST NO. 189:**

4 Objection: The Request for Admission seeks information that is not Relevant. The
5 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
6 because it fails to sufficiently identify or authenticate the posting or the time referenced in
7 the Request. Plaintiff is without information sufficient to respond to this Request, and
8 denies the Request on this basis.

9 **REQUEST NO. 190:**

10 The epinions.com reviews for Software Surplus Online Store included one post dated
11 Jan 26 '09 that stated "Nothing but crooks."

12 **RESPONSE TO REQUEST NO. 190:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 191:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 July 23 '09 that stated "SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!"

21 **RESPONSE TO REQUEST NO. 191:**

22 Objection: The Request for Admission seeks information that is not Relevant. The
23 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
24 because it fails to sufficiently identify or authenticate the posting or the time referenced in
25 the Request. Plaintiff is without information sufficient to respond to this Request, and
26 denies the Request on this basis.

27 **REQUEST NO. 192:**

28 A link for the reviews at http://www.resellerratings.com/store/Software_Surplus
appear on the first page of a Google search for the search terms "software surplus."

RESPONSE TO REQUEST NO. 192:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames, and fails to sufficiently identify or authenticate the link referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 193:

A link for the reviews at
[http://www.Opinions.com/Software_Surplus_Online_Store/sec_-opinion_listipp_-l/pa_-1](http://www.Opinions.com/Software_Surplus_Online_Store/sec_-opinion_listipp_-l/pa_-1#list)
#list appear on the first page of a Google search for the search terms "software surplus."

RESPONSE TO REQUEST NO. 193:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames and fails to sufficiently identify or authenticate the link referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 194:

YOU have not suffered any special damages as a result of the PRESS RELEASE.

RESPONSE TO REQUEST NO. 194:

Denied.

REQUEST NO. 195:

None of the statements made in the PRESS RELEASE were made with actual malice.

RESPONSE TO REQUEST NO. 195:

Denied.

REQUEST NO. 196:

The Software & Information Industry Association had a good faith belief in the truth of the statements contained in PRESS RELEASE.

RESPONSE TO REQUEST NO. 196:

Denied.

REQUEST NO. 197:

The PRESS RELEASE does not state that YOU sold counterfeits.

RESPONSE TO REQUEST NO. 197:

The PRESS RELEASE speaks for itself.

REQUEST NO. 198:

YOU were sued by Adobe for copyright infringement among other things.

RESPONSE TO REQUEST NO. 198:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 199:

YOU were sued by Adobe for trademark infringement among other things.

RESPONSE TO REQUEST NO. 199:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 200:

YOU were sued by Adobe for the sale of unauthorized copies of Adobe's software.

RESPONSE TO REQUEST NO. 200:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 201:

Adobe's COMPLAINT alleges that you knowingly sold unauthorized copies of Adobe's software.

RESPONSE TO REQUEST NO. 201:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 202:

Adobe's COMPLAINT charged YOU with knowingly engaging in copyright

1 infringement through the fraudulent sale of Adobe software.

2 **RESPONSE TO REQUEST NO. 202:**

3 Objection: The Request for Admission is vague and ambiguous because the
4 Complaint makes no reference to time frames. The Complaint speaks for itself.

5 **REQUEST NO. 203:**

6 All of the statements in the PRESS RELEASE were true.

7 **RESPONSE TO REQUEST NO. 203:**

8 Denied.

9 DATED this 12th day of October, 2010.

10 **LAW OFFICE OF LISA RASMUSSEN, PC**

11 */s/ Lisa A. Rasmussen*

12 BY: _____

Lisa A. Rasmussen, Esq.

13 Attorneys for Defendants Joshua Christenson
14 and Software Surplus, Inc.

15
16 **ROBERT L. LANGFORD & ASSOCIATES**

17 */s/ Robert L. Langford*

18 BY: _____

Robert L. Langford, Esq.

19 Attorneys for Defendants Joshua Christenson
20 and Software Surplus, Inc.
21
22
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27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT SOFTWARE SURPLUS, INC.'S RESPONSES TO ADOBE'S FIRST
SET OF REQUESTS FOR ADMISSION TO
DEFENDANT SOFTWARE SURPLUS, INC.**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ Lisa A. Rasmussen

Lisa A. Rasmussen, Esq.

LISA A. RASMUSSEN
LAW OFFICE OF LISA RASMUSSEN, PC
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lisa@lrasmussenlaw.com
Attorneys for Joshua Christenson
and Software Surplus, Inc.

IN THE UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

ADOBE SYSTEMS INCORPORATED

Plaintiff,

vs.

Joshua Christenson, et al.

Defendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Counterclaimant,

v.

ADOBE SYSTEMS INCORPORATED, a
Delaware corporation; and Does I - 10,
inclusive,

Counterdefendants.

Joshua Christenson, an individual;
SOFTWARE SURPLUS, INC., a Nevada
corporation,

Third-Party Plaintiff,

v.

SOFTWARE PUBLISHERS
ASSOCIATION d/b/a SOFTWARE
INFORMATION INDUSTRY
ASSOCIATION, a not-for-profit trade
association organized pursuant to Section
501(c)(6) of the Internal Revenue Code;
and Roes 1 - 10, inclusive,

Third-Party Defendants.

Case No. 2:10-CV-0422-LRH-LRL

**DEFENDANT JOSHUA
CHRISTENSON'S RESPONSES TO
ADOBE'S FIRST SET OF
REQUESTS FOR ADMISSION TO
DEFENDANT CHRISTENSON**

RESPONSES TO REQUESTS FOR ADMISSION

A. DEFINITIONS

1. “Relevant” or “Relevance” has the same meaning as in the Federal Rules of Civil Procedure Rule 26(b)(1). It also means information reasonably calculated to lead to the discovery of admissible evidence.
2. “Answer” means the Answer, Counterclaim, and Third-Party Complaint filed in this action on May 4, 2010, docket number 39.
3. “Affirmative Defenses” or “Affirmative Defenses” means one or more of the Affirmative Defenses set forth in the Answer.
4. “Disclosures” means the documents produced to PLAINTIFF by way of Defendants’ Voluntary Disclosures Pursuant to Rule 26 of the Federal Rules of Civil Procedure.
5. “Request,” “Requests,” “Request for Admission,” or “Requests for Admission” means the Plaintiff’s First Set of Requests for Admission to Defendant Christenson.

C. PRELIMINARY RESPONSES

1. The information supplied in these responses is not based solely upon the knowledge of the responding party, but may include the knowledge of their representatives and agents, unless privileged.
2. Inadvertent disclosure of privileged or confidential information shall not constitute or be deemed a waiver of any privilege or confidentiality.
3. DEFENDANT reserves the right to supplement his responses with additional information to the extent discovered or obtained hereafter.

D. STANDING OBJECTIONS

DEFENDANT sets forth herein certain general objections, which are incorporated into each of his responses to the Requests as applicable, and Standing Objection #1 applies to all Requests for Admission which use the terms DISPUTED PRODUCT, COPYRIGHTS, or TRADEMARKS, including without limitation, Requests for Admission Nos. 82-89, 94-115, and 123-147.

1 1. The definition of the term DISPUTED PRODUCT as used in the Requests for
2 Admission Definition No. 7 incorporates the definitions of COPYRIGHTS and
3 TRADEMARKS as set forth in Requests for Admission Definitions Nos. 4 and 5,
4 respectively. In turn, the definition of COPYRIGHTS incorporates a list of alleged
5 copyrights allegedly owned by PLAINTIFF attached to the Requests for Admission as
6 Exhibit A. Likewise, the definition TRADEMARKS incorporates a list of trademarks
7 allegedly owned by PLAINTIFF attached to the Requests for Admission as Exhibit B. The
8 use of the term DISPUTED PRODUCT thus calls for a legal conclusions and relies on the
9 unverified factual assertion that the alleged COPYRIGHTS listed in Exhibit A and the
10 alleged TRADEMARKS listed in Exhibit B are valid and legally sufficient in all respects
11 and actually owned by PLAINTIFF. The term DISPUTED PRODUCT is also vague and
12 ambiguous because it fails to identify the time period during which the TRADEMARKS
13 and COPYRIGHTS were allegedly held and / or owned by PLAINTIFF.

14 2. DEFENDANT objects to PLAINTIFF'S Definitions and Instructions to the
15 extent that they are not susceptible to reasonable interpretation or limitation and to the extent
16 that they impose a greater burden than that imposed by the Federal Rules of Civil Procedure.

17 3. DEFENDANT has not completed his investigation and discovery into the
18 subject matter of this litigation. The following responses to the Requests are based on the
19 information available to DEFENDANT at the time he provides these responses. Therefore,
20 DEFENDANT reserves the right to supplement or modify the information contained in these
21 responses, as appropriate, should additional information become available through discovery
22 or otherwise.

23 4. Without admitting that any documents are required to be produced, or are
24 relevant or discoverable, DEFENDANT has attempted to provide approximately 44,000
25 pages of records, subject to redaction, to PLAINTIFF: (1) in hard copy at \$0.15 per page for
26 \$6,600.00 or (2) scanned in searchable "OCR" (Optical Character Recognition) database
27 format for a cost of \$9,500.00, but PLAINTIFF'S have been unwilling to pay
28 DEFENDANT for the reasonable cost of production of such documents. Therefore,
DEFENDANT maintains a standing objection to any and all requests for records based on

1 PLAINTIFF'S unwillingness to pay such reasonable costs, as such request(s) are unduly
 2 burdensome and / or costly, and the burden or expense outweighs its likely benefit,
 3 considering the need of the case, the amount in controversy, the parties resources, the
 4 importance of the issue at stake in the action, and the importance or the discover in resolving
 5 the issues. This is especially true in light of the fact that the COMPLAINT sets forth no
 6 time limits whatsoever as to the subject matter of the action. See Fed. R. Civ. P. 26(b)(2)(B)
 7 and (b)(2)(C)(iii).

8 Notwithstanding those objections, DEFENDANT responds as follow:

9 **REQUEST NOS. 1:**

10 PLAINTIFF owns valid and effective copyright registrations for the copyrights listed
 11 in Exhibit A attached hereto.

12 **RESPONSE TO REQUEST NO. 1:**

13 Objection: This Request for Admission calls for a legal conclusion. The admission
 14 request is vague, ambiguous, and seeks information that is not Relevant, because like the
 15 Complaint, neither the Request nor the "Exhibit A" referred to make any reference to time
 16 frames. Plaintiff is without information sufficient to respond to this request, and denies the
 17 request on this basis.

18 **REQUEST NO. 2:**

19 PLAINTIFF owns valid and effective trademark registrations for the trademarks
 20 listed in Exhibit B attached hereto.

21 **RESPONSE TO REQUEST NO. 2:**

22 Objection: This Request for Admission calls for a legal conclusion. The admission
 23 request is vague, ambiguous, and seeks information that is not Relevant, because like the
 24 Complaint, neither the Request nor the "Exhibit B" referred to make any reference to time
 25 frames. Plaintiff is without information sufficient to respond to this Request, and denies the
 26 Request on this basis.

27 **REQUEST NOS. 3 THROUGH 49:**

28 Plaintiff owns copyright registration . . . [each Request referencing a number and a
 name in quotation marks]

RESPONSE TO REQUEST NOS. 3 THROUGH 49:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 50 THROUGH 81:

Plaintiff owns trademark registration . . . [each Request referencing a number and a name in quotation marks]

RESPONSE TO REQUEST NOS. 50 THROUGH 81:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 82-85:

YOU . . . (advertised / offered for sale / sold / distributed) . . . DISPUTED PRODUCT.

RESPONSE TO REQUEST NOS. 82-85:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NOS. 86-89:

YOU did not have permission from PLAINTIFF . . . to (advertise / offer for sale / sell / distribute) . . . DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 89-89:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 90-93:

YOU did not have permission from PLAINTIFF . . . to (advertise / offer for sale /

1 sell / distribute) . . . any product.

2 **RESPONSE TO REQUEST NOS. 90-93:**

3 Objection: These Requests for Admission are vague, ambiguous, and seek
4 information that is not Relevant, because like the Complaint, they make no reference to time
5 frames. The information Requested is also beyond the scope of discovery because the
6 reference to “any product” is overbroad, beyond the scope of the claims in the Complaint,
7 and irrelevant.

8 **REQUEST NO. 94-99:**

9 YOU earned a NET PROFIT in excess of . . . (\$50,000.00 / \$100,000.00 /
10 \$200,000.00 / \$500,000.00 / \$1,000,000.00) from the sale of the DISPUTED PRODUCT.

11 **RESPONSE TO REQUEST NO. 94-99:**

12 Objection: These Requests for Admission are vague, ambiguous, and seek
13 information that is not Relevant, because like the Complaint, they make no reference to time
14 frames.

15 **REQUEST NO. 100:**

16 Plaintiff owns the exclusive rights to reproduce, distribute or license the reproduction
17 and distribution of the COPYRIGHTS in the United States.

18 **RESPONSE TO REQUEST NO. 100:**

19 Objection: This Request for Admission calls for a legal conclusion. The admission
20 Request is vague, ambiguous, and seeks information that is not Relevant, because like the
21 Complaint, the Request makes no reference to time frames. Plaintiff is without information
22 sufficient to respond to this Request, and denies the Request on this basis.

23 **REQUEST NO. 101-104:**

24 YOUR . . . (advertisement / offer for sale / sale / distribution) . . . of DISPUTED
25 PRODUCT infringed PLAINTIFF’S exclusive rights in the COPYRIGHTS.

26 **RESPONSE TO REQUEST NO. 101-104:**

27 Objection: These Requests for Admission call for legal conclusions. The admission
28 Requests are vague, ambiguous, and seek information that is not Relevant, because like the
Complaint, they makes no reference to time frames.

REQUEST NO. 105:

Plaintiff owns the exclusive right to reproduce, distribute or license the reproduction and distribution of product bearing any of the TRADEMARKS in the United States.

RESPONSE TO REQUEST NO. 105:

Objection: The Request for Admission calls for a legal conclusion. The admission Request is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NOS. 106-109:

YOUR . . . (advertisement / offer for sale / sale / distribution) . . . of DISPUTED PRODUCT infringed PLAINTIFF'S exclusive rights in the TRADEMARKS.

RESPONSE TO REQUEST NOS. 106-109:

Objection: These Requests for Admission call for legal conclusions. The admission Requests are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 110:

YOU sold unauthorized copies of PLAINTIFF'S software.

RESPONSE TO REQUEST NO. 110:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 111:

YOU sold unlicensed product bearing at least one of the TRADEMARKS.

RESPONSE TO REQUEST NO. 111:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 112:

YOU sold unlicensed product that contained at least one of the copyrighted software programs owned by PLAINTIFF.

RESPONSE TO REQUEST NO. 112:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because “copyrighted software programs owned by PLAINTIFF” are not sufficiently identified.

REQUEST NO. 113:

The DISPUTED PRODUCT was once licensed by Adobe.

RESPONSE TO REQUEST NO. 113:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NOS. 114-115:

The license under which the DISPUTED PRODUCT was distributed prohibited its sale . . . (its sale by YOU).

RESPONSE TO REQUEST NO. 114-115:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 116:

www.softwaresurplus.com is YOUR website.

RESPONSE TO REQUEST NO. 116:

Defendant admits www.softwaresurplus.com is owned by Software Surplus, Inc.

REQUEST NO. 117:

YOU own www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 117:

Defendant admits www.softwaresurplus.com is owned by Software Surplus, Inc.

REQUEST NO. 118:

YOU operate www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 118:

Defendant admits www.softwaresurplus.com is operated by Software Surplus, Inc.

REQUEST NO. 119-122:

www.softwaresurplus.com accepts payment using the services of . . . (PayPal, Inc. / Google Checkout / Yahoo! Inc. / other accounts not listed herein).

RESPONSE TO REQUEST NO. 119-122:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The information requested is also beyond the scope of discovery because it is overbroad and irrelevant. The Request is overbroad and unduly burdensome.

REQUEST NO. 123-124:

YOU . . . (facilitated the sale / collected money from the sale) . . . of DISPUTED PRODUCT through YOUR website, www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 123-124:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 125-126:

YOU offered for sale DISPUTED PRODUCT through . . . (websites / venues) . . . other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 125-126:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 127-128:

YOU sold DISPUTED PRODUCT through . . . (websites / venues) . . . other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 127-128:

Objection: These Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 129:

YOU purchased keywords that were the same as one of the TRADEMARKS for advertising purposes.

RESPONSE TO REQUEST NO. 129:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 130:

YOU used at least one of the TRADEMARKS in YOUR listings for software on www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 130:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 131:

YOU completed sales of the DISPUTED PRODUCT through the website www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 131:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 132:

YOU completed sales of the DISPUTED PRODUCT through websites other than www.softwaresurplus.com.

RESPONSE TO REQUEST NO. 132:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it make no reference to time frames.

REQUEST NO. 133:

Prior to the filing of the COMPLAINT against YOU, YOU knew that the DISPUTED PRODUCT constituted unauthorized product.

RESPONSE TO REQUEST NO. 133:

Objection: The Request for Admission is vague, ambiguous, and seeks information

1 that is not Relevant, because like the Complaint, it make no reference to time frames. The
 2 Request for Admission is vague and ambiguous because the term “unauthorized product” is
 3 vague and ambiguous as compared to the DISPUTED PRODUCT identified in the Request
 4 for Admission. Notwithstanding the response, Defendant denies ever knowingly selling any
 5 unauthorized products.

6 **REQUEST NO. 134:**

7 Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
 8 sale of at least some of the DISPUTED PRODUCT constituted copyright infringement.

9 **RESPONSE TO REQUEST NO. 134:**

10 Objection: The Request for Admission is vague, ambiguous, and seeks information
 11 that is not Relevant, because like the Complaint, it make no reference to time frames.
 12 Notwithstanding the response, DEFENDANT has no recollection of receiving any such
 13 notice.

14 **REQUEST NO. 135:**

15 Prior to the filing of the COMPLAINT against YOU, YOU received notice that the
 16 sale of at least some of the DISPUTED PRODUCT constituted trademark infringement.

17 **RESPONSE TO REQUEST NO. 135:**

18 Objection: The Request for Admission is vague, ambiguous, and seeks information
 19 that is not Relevant, because like the Complaint, it make no reference to time frames.
 20 Notwithstanding the response, Defendant has no recollection of receiving any such notice.

21 **REQUEST NOS. 136-137:**

22 Even after learning of concerns regarding the legitimacy of the DISPUTED
 23 PRODUCT, YOU continued to . . . (sell / advertise for sale) the DISPUTED PRODUCT.

24 **RESPONSE TO REQUEST NOS. 136-137:**

25 Objection: The Requests for Admission are vague, ambiguous, and seek information
 26 that is not Relevant, because like the Complaint, they make no reference to time frames.
 27 The Requests for Admission are vague and ambiguous because the term “learning of
 28 concerns regarding the legitimacy” is vague and ambiguous.

REQUEST NOS. 138-139:

At least some of the products advertised for sale by YOU . . . (are unauthorized copies of the COPYRIGHTS / use unauthorized copies of the TRADEMARKS).

RESPONSE TO REQUEST NOS. 138-139:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. Notwithstanding the response, DEFENDANT never knowingly advertised unauthorized copies of any copyrighted or trademarked products.

REQUEST NO. 140:

YOU purchased the DISPUTED PRODUCT at prices below retail prices at the time of purchase.

RESPONSE TO REQUEST NO. 140:

Objection: The Request for Admission is vague, ambiguous, and seek information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 141:

YOU shipped the DISPUTED PRODUCT to YOUR customers.

RESPONSE TO REQUEST NO. 141:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames.

REQUEST NO. 142-143:

YOU (imported / exported) DISPUTED PRODUCT.

RESPONSE TO REQUEST NO. 142-143:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames.

REQUEST NO. 144-145:

YOU . . . (did not always / never) obtain(ed) proof of academic affiliation before accepting payment for DISPUTED PRODUCT identified as an educational or academic version.

RESPONSE TO REQUEST NO. 144-145:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous, because they do not specifically identify the DISPUTED PRODUCT referred to. Notwithstanding the response, Defendant admits that persons purchasing products from the website agree to their academic affiliation as a condition of purchase as appropriate.

REQUEST NO. 146-147:

YOU . . . (did not always / never) obtain(ed) proof of academic affiliation before shipping to a customer DISPUTED PRODUCT identified as an educational or academic version.

RESPONSE TO REQUEST NO. 146-147:

Objection: The Requests for Admission are vague, ambiguous, and seek information that is not Relevant, because like the Complaint, they make no reference to time frames. The Requests for Admission are vague and ambiguous, because they do not specifically identify the DISPUTED PRODUCT referred to. Notwithstanding the response, Defendant admits that persons purchasing products from the website agree to their academic affiliation as a condition of purchase as appropriate.

REQUEST NO. 148:

YOU advertised Adobe software product as a "Full" version when it was an academic version.

RESPONSE TO REQUEST NO. 148:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because "Adobe product" is not defined in the request, as opposed to the references to DISPUTED PRODUCT. The Requests for Admission are vague and ambiguous, because they do not specifically identify the product referred to as "Full" or "academic version."

REQUEST NO. 149:

YOU sold Adobe product in DVD cases alone.

RESPONSE TO REQUEST NO. 149:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED PRODUCT.

REQUEST NO. 150:

OEM software is distributed with specific hardware.

RESPONSE TO REQUEST NO. 150:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to sufficiently identify the specific software it is referring to.

REQUEST NO. 151:

OEM software is not to be unbundled from the hardware it came with.

RESPONSE TO REQUEST NO. 151:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to sufficiently identify the specific software it is referring to.

REQUEST NO. 152:

YOU sold OEM Adobe product without the accompanying original hardware.

RESPONSE TO REQUEST NO. 152:

Objection: The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames. The Request for Admission is vague and ambiguous because it fails to specify the specific software it is referring to. The Request for Admission is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED

1 PRODUCT.

2 **REQUEST NO. 153:**

3 YOU sold Adobe product that differed from retail versions.

4 **RESPONSE TO REQUEST NO. 153:**

5 Objection: The Request for Admission is vague, ambiguous, and seeks information
6 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
7 Request for Admission is vague and ambiguous because it fails to specify the specific
8 software it is referring to, and fails to define “retail versions.” The Request for Admission
9 is vague and ambiguous because “Adobe product” is not defined in the Request, as opposed
10 to the references to DISPUTED PRODUCT.

11 **REQUEST NO. 154:**

12 YOU sold Adobe product with packaging that differed from their retail equivalents.

13 **RESPONSE TO REQUEST NO. 154:**

14 Objection: The Request for Admission is vague, ambiguous, and seeks information
15 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
16 Request for Admission is vague and ambiguous because it fails to specify the specific
17 software it is referring to, and fails to define “retail equivalents.” The Request for
18 Admission is vague and ambiguous because “Adobe product” is not defined in the Request,
19 as opposed to the references to DISPUTED PRODUCT.

20 **REQUEST NO. 155:**

21 YOU sold Adobe product that stated on its packaging that it was “Made in
22 Singapore.”

23 **RESPONSE TO REQUEST NO. 154:**

24 Objection: The Request for Admission is vague, ambiguous, and seeks information
25 that is not Relevant, because like the Complaint, it makes no reference to time frames. The
26 Request for Admission is vague and ambiguous because it fails to specify the specific
27 software it is referring to. The Request for Admission is vague and ambiguous because
28 “Adobe product” is not defined in the Request, as opposed to the references to DISPUTED
PRODUCT.

REQUEST NO. 156-57:

Adobe did not . . . (draft / approve) the PRESS RELEASE.

RESPONSE TO REQUEST NO. 156-157:

Denied.

REQUEST NO. 158:

Adobe's approval was never required for the PRESS RELEASE.

RESPONSE TO REQUEST NO. 158:

Denied.

REQUEST NO. 159-160:

Adobe did not . . . (issue / publish) . . . the PRESS RELEASE.

RESPONSE TO REQUEST NO. 159-160:

Denied.

REQUEST NO. 161-162:

Adobe did not . . . (comment in / have anything to do with) . . . the PRESS RELEASE.

RESPONSE TO REQUEST NO. 161-162:

Denied.

REQUEST NO. 163:

The reviews attached hereto as Exhibit C were posted on resellerratings.com.

RESPONSE TO REQUEST NO. 163:

Objection: The "Exhibit C" referred to is unauthenticated. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 164:

Individuals identifying themselves as YOUR customers have posted complaints about YOUR company at http://www.resellerratings.com/store/Software_Surplus (hereinafter "resellerratings.com").

RESPONSE TO REQUEST NO. 164:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant,

1 because like the Complaint, it makes no reference to time frames, and fails to sufficiently
2 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
3 respond to this Request, and denies the Request on this basis.

4 **REQUEST NO. 165:**

5 Individuals identifying themselves as YOUR customers have posted complaints
6 about YOU at resellerratings.com.

7 **RESPONSE TO REQUEST NO. 165:**

8 Objection: The Request for Admission seeks information that is not Relevant. The
9 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
10 because like the Complaint, it makes no reference to time frames and fails to sufficiently
11 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
12 respond to this Request, and denies the Request on this basis.

13 **REQUEST NO. 166:**

14 The resellerratings.com reviews for softwaresurplus.com included one post dated
15 7/19/10 that stated "THIS IS A SCAM!!"

16 **RESPONSE TO REQUEST NO. 166:**

17 Objection: The Request for Admission seeks information that is not Relevant. The
18 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
19 because it fails to sufficiently identify or authenticate the posting or the time referenced in
20 the Request. Plaintiff is without information sufficient to respond to this Request, and
21 denies the Request on this basis.

22 **REQUEST NO. 167:**

23 The resellerratings.com reviews for softwaresurplus.com included one post dated
24 4/20/10 that stated "These people are crooks and I should have heeded the warnings I read
25 online and not purchased from them."

26 **RESPONSE TO REQUEST NO. 167:**

27 Objection: The Request for Admission seeks information that is not Relevant. The
28 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
because it fails to sufficiently identify or authenticate the posting or the time referenced in

1 the Request. Plaintiff is without information sufficient to respond to this Request, and
2 denies the Request on this basis.

3 **REQUEST NO. 168:**

4 The resellerratings.com reviews for softwaresurplus.com included one post dated
5 4/20/10 that stated "Deceptive business practices to be for sure!"

6 **RESPONSE TO REQUEST NO. 168:**

7 Objection: The Request for Admission seeks information that is not Relevant. The
8 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
9 because it fails to sufficiently identify or authenticate the posting or the time referenced in
10 the Request. Plaintiff is without information sufficient to respond to this Request, and
11 denies the Request on this basis.

12 **REQUEST NO. 169:**

13 The resellerratings.com reviews for softwaresurplus.com included one post dated
14 2/1/10 that stated "Still waiting on refund for MS Office 2007 "Academic" version that was
15 a double-charged item and one of those items was returned on 1/11/2010 proof on USPS site
16 but no refund has been forthcoming thus far. I'm prepared to disclose their reputation and
17 file a complaint across the whole WWW if thats what it takes."

18 **RESPONSE TO REQUEST NO. 169:**

19 Objection: The Request for Admission seeks information that is not Relevant. The
20 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
21 because it fails to sufficiently identify or authenticate the posting or the time referenced in
22 the Request. Plaintiff is without information sufficient to respond to this Request, and
23 denies the Request on this basis.

24 **REQUEST NO. 170:**

25 The resellerratings.com reviews for softwaresurplus.com included one post dated
26 7/22/09 that stated "SOFTWARE SURPLUS IS SELLING ILLEGITIMATE SOFTWARE.
27 BUYER BEWARE!!!"

28 **RESPONSE TO REQUEST NO. 170:**

Objection: The Request for Admission seeks information that is not Relevant. The

1 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
2 because it fails to sufficiently identify or authenticate the posting or the time referenced in
3 the Request. Plaintiff is without information sufficient to respond to this Request, and
4 denies the Request on this basis.

5 **REQUEST NO. 171:**

6 The resellerratings.com reviews for softwaresurplus.com included one post dated
7 7/22/09 that stated "THEY ARE RUNNING A SCAM!!"

8 **RESPONSE TO REQUEST NO. 171:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
12 the Request. Plaintiff is without information sufficient to respond to this Request, and
13 denies the Request on this basis.

14 **REQUEST NO. 172:**

15 The resellerratings.com reviews for softwaresurplus.com included one post dated
16 11/7/08 that stated "Like everyone else, I will never buy anything from this company again
17 and strongly advise against anyone else doing so as well."

18 **RESPONSE TO REQUEST NO. 172:**

19 Objection: The Request for Admission seeks information that is not Relevant. The
20 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
21 because it fails to sufficiently identify or authenticate the posting or the time referenced in
22 the Request. Plaintiff is without information sufficient to respond to this Request, and
23 denies the Request on this basis.

24 **REQUEST NO. 173:**

25 The resellerratings.com reviews for softwaresurplus.com included one post dated
26 9/19/08 that stated "WARNING: THIS COMPANY IS NOT REPUTABLE."

27 **RESPONSE TO REQUEST NO. 173:**

28 Objection: The Request for Admission seeks information that is not Relevant. The
Request for Admission is vague, ambiguous, and seeks information that is not Relevant,

1 because it fails to sufficiently identify or authenticate the posting or the time referenced in
2 the Request. Plaintiff is without information sufficient to respond to this Request, and
3 denies the Request on this basis.

4 **REQUEST NO. 174:**

5 The resellerratings.com reviews for softwaresurplus.com included one post dated
6 4/23/08 that stated "I ordered Visio 2007 Professional, and received Visio 2007 Professional
7 ACADEMIC VERSION!!! What baloney!"

8 **RESPONSE TO REQUEST NO. 174:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
12 the Request. Plaintiff is without information sufficient to respond to this Request, and
13 denies the Request on this basis.

14 **REQUEST NO. 175:**

15 The resellerratings.com reviews for softwaresurplus.com included one post dated
16 12/19/06 that stated "Very confusing and deceptive."

17 **RESPONSE TO REQUEST NO. 175:**

18 Objection: The Request for Admission seeks information that is not Relevant. The
19 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
20 because it fails to sufficiently identify or authenticate the posting or the time referenced in
21 the Request. Plaintiff is without information sufficient to respond to this Request, and
22 denies the Request on this basis.

23 **REQUEST NO. 176:**

24 The resellerratings.com reviews for softwaresurplus.com included one post dated
25 6/6/05 that stated "DO NOT EVEN CONSIDER PURCHASING FROM THIS SELLER
26 AS THEY ARE NOT HONEST AND IF YOU HAVE A PROBLEM THEY WILL KEEP
27 BOTH THE SOFTWARE YOU RETURN AND YOUR MONEY."

28 **RESPONSE TO REQUEST NO. 176:**

Objection: The Request for Admission seeks information that is not Relevant. The

1 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
2 because it fails to sufficiently identify or authenticate the posting or the time referenced in
3 the Request. Plaintiff is without information sufficient to respond to this Request, and
4 denies the Request on this basis.

5 **REQUEST NO. 177:**

6 The resellerratings.com reviews for softwaresurplus.com included one post dated
7 4/1/05 that stated "DO NOT USE THESE PEOPLE THEY LIE AND STEAL."

8 **RESPONSE TO REQUEST NO. 177:**

9 Objection: The Request for Admission seeks information that is not Relevant. The
10 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
11 because it fails to sufficiently identify or authenticate the posting or the time referenced in
12 the Request. Plaintiff is without information sufficient to respond to this Request, and
13 denies the Request on this basis.

14 **REQUEST NO. 178:**

15 The reviews attached hereto as Exhibit D were posted on epinions.com.

16 **RESPONSE TO REQUEST NO. 178:**

17 Objection: The "Exhibit D" referred to is unauthenticated. Plaintiff is without
18 information sufficient to respond to this Request, and denies the Request on this basis.

19 **REQUEST NO. 179:**

20 Individuals identifying themselves as YOUR customers have posted complaints
21 about YOUR company at
22 http://wwwO.epinions.com/Software_SurpIus_Online_Store/sec_-opinion_Iistipp_-1 /pa_-1
23 #list (hereinafter "epinions.com").

24 **RESPONSE TO REQUEST NO. 179:**

25 Objection: The Request for Admission seeks information that is not Relevant. The
26 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
27 because like the Complaint, it makes no reference to time frames and fails to sufficiently
28 identify or authenticate the postings referred to. Plaintiff is without information sufficient to
respond to this Request, and denies the Request on this basis.

REQUEST NO. 180:

Individuals identifying themselves as YOUR customers have posted complaints about YOU at epinions.com.

RESPONSE TO REQUEST NO. 180:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames and fails to sufficiently identify or authenticate the postings referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 181:

The epinions.com reviews for Software Surplus Online Store included one post dated Feb 01 '06 that stated "TERRIBLE!!!! Stay away from this Online Retailer!"

RESPONSE TO REQUEST NO. 181:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because it fails to sufficiently identify or authenticate the posting or the time referenced in the Request. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 182:

The epinions.com reviews for Software Surplus Online Store included one post dated Aug 16 '07 that stated "BEWARE OF THIS ILLEGITIMATE WEBSITE STORE!!"

RESPONSE TO REQUEST NO. 182:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because it fails to sufficiently identify or authenticate the posting or the time referenced in the Request. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 183:

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Apr 11 '09 that stated "I wish I'd researched them more carefully, rather than taking the
2 "unbiased reviews" on their website at face value. Caveat emptor!"

3 **RESPONSE TO REQUEST NO. 183:**

4 Objection: The Request for Admission seeks information that is not Relevant The
5 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
6 because it fails to sufficiently identify or authenticate the posting or the time referenced in
7 the Request. Plaintiff is without information sufficient to respond to this Request, and
8 denies the Request on this basis.

9 **REQUEST NO. 184:**

10 The epinions.com reviews for Software Surplus Online Store included one post dated
11 Jan 15 '07 that stated 'A... for AWFUL!!"

12 **RESPONSE TO REQUEST NO. 184:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 185:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 May 18 '07 that stated "MERCHANDISE NOT RECEIVED; NO RESPONSE. THEY ARE
21 SCAMMERS OR JUST DON'T CARE ABOUT THEIR CUSTOMERS."

22 **RESPONSE TO REQUEST NO. 185:**

23 Objection: The Request for Admission seeks information that is not Relevant. The
24 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
25 because it fails to sufficiently identify or authenticate the posting or the time referenced in
26 the Request. Plaintiff is without information sufficient to respond to this Request, and
27 denies the Request on this basis.

28 **REQUEST NO. 186:**

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Feb 1 '07 that stated "Lousy, Lousy company, unprincipaled & unworthy of public trust."

2 **RESPONSE TO REQUEST NO. 186:**

3 Objection: The Request for Admission seeks information that is not Relevant. The
4 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
5 because it fails to sufficiently identify or authenticate the posting or the time referenced in
6 the Request. Plaintiff is without information sufficient to respond to this Request, and
7 denies the Request on this basis.

8 **REQUEST NO. 187:**

9 The epinions.com reviews for Software Surplus Online Store included one post dated
10 Feb 6 '07 that stated "They are bad!! This company is running an illegal scam. Too many
11 shady things about this one!!!!"

12 **RESPONSE TO REQUEST NO. 187:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 188:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 May 6 '09 that stated "They are crooks and somehow they must be brought to light,
21 prosecuted, and jailed."

22 **RESPONSE TO REQUEST NO. 188:**

23 Objection: The Request for Admission seeks information that is not Relevant. The
24 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
25 because it fails to sufficiently identify or authenticate the posting or the time referenced in
26 the Request. Plaintiff is without information sufficient to respond to this Request, and
27 denies the Request on this basis.

28 **REQUEST NO. 189:**

The epinions.com reviews for Software Surplus Online Store included one post dated

1 Dec 27 '07 that stated "I already file a dispute and reported this company to Google, FTC &
2 BBB. DON'T EVER EVER BUY FROM THIS COMPANY!!!"

3 **RESPONSE TO REQUEST NO. 189:**

4 Objection: The Request for Admission seeks information that is not Relevant. The
5 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
6 because it fails to sufficiently identify or authenticate the posting or the time referenced in
7 the Request. Plaintiff is without information sufficient to respond to this Request, and
8 denies the Request on this basis.

9 **REQUEST NO. 190:**

10 The epinions.com reviews for Software Surplus Online Store included one post dated
11 Jan 26 '09 that stated "Nothing but crooks."

12 **RESPONSE TO REQUEST NO. 190:**

13 Objection: The Request for Admission seeks information that is not Relevant. The
14 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
15 because it fails to sufficiently identify or authenticate the posting or the time referenced in
16 the Request. Plaintiff is without information sufficient to respond to this Request, and
17 denies the Request on this basis.

18 **REQUEST NO. 191:**

19 The epinions.com reviews for Software Surplus Online Store included one post dated
20 July 23 '09 that stated "SOFTWARE SURPLUS - A BIG SCAM. BUYER BEWARE!!!"

21 **RESPONSE TO REQUEST NO. 191:**

22 Objection: The Request for Admission seeks information that is not Relevant. The
23 Request for Admission is vague, ambiguous, and seeks information that is not Relevant,
24 because it fails to sufficiently identify or authenticate the posting or the time referenced in
25 the Request. Plaintiff is without information sufficient to respond to this Request, and
26 denies the Request on this basis.

27 **REQUEST NO. 192:**

28 A link for the reviews at http://www.resellerratings.com/store/Software_Surplus
appear on the first page of a Google search for the search terms "software surplus."

RESPONSE TO REQUEST NO. 192:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames, and fails to sufficiently identify or authenticate the link referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 193:

A link for the reviews at
[http://www.Opinions.com/Software_Surplus_Online_Store/sec_-opinion_listipp_-l/pa_-1](http://www.Opinions.com/Software_Surplus_Online_Store/sec_-opinion_listipp_-l/pa_-1#list)
 #list appear on the first page of a Google search for the search terms "software surplus."

RESPONSE TO REQUEST NO. 193:

Objection: The Request for Admission seeks information that is not Relevant. The Request for Admission is vague, ambiguous, and seeks information that is not Relevant, because like the Complaint, it makes no reference to time frames and fails to sufficiently identify or authenticate the link referred to. Plaintiff is without information sufficient to respond to this Request, and denies the Request on this basis.

REQUEST NO. 194:

YOU have not suffered any special damages as a result of the PRESS RELEASE.

RESPONSE TO REQUEST NO. 194:

Denied.

REQUEST NO. 195:

None of the statements made in the PRESS RELEASE were made with actual malice.

RESPONSE TO REQUEST NO. 195:

Denied

REQUEST NO. 196:

The Software & Information Industry Association had a good faith belief in the truth of the statements contained in PRESS RELEASE.

RESPONSE TO REQUEST NO. 196:

Denied.

REQUEST NO. 197:

The PRESS RELEASE does not state that YOU sold counterfeits.

RESPONSE TO REQUEST NO. 197:

The PRESS RELEASE speaks for itself.

REQUEST NO. 198:

YOU were sued by Adobe for copyright infringement among other things.

RESPONSE TO REQUEST NO. 198:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 199:

YOU were sued by Adobe for trademark infringement among other things.

RESPONSE TO REQUEST NO. 199:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 200:

YOU were sued by Adobe for the sale of unauthorized copies of Adobe's software.

RESPONSE TO REQUEST NO. 200:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 201:

Adobe's COMPLAINT alleges that you knowingly sold unauthorized copies of Adobe's software.

RESPONSE TO REQUEST NO. 201:

Objection: The Request for Admission is vague and ambiguous because the Complaint makes no reference to time frames. The Complaint speaks for itself.

REQUEST NO. 202:

Adobe's COMPLAINT charged YOU with knowingly engaging in copyright

1 infringement through the fraudulent sale of Adobe software.

2 **RESPONSE TO REQUEST NO. 202:**

3 Objection: The Request for Admission is vague and ambiguous because the
4 Complaint makes no reference to time frames. The Complaint speaks for itself.

5 **REQUEST NO. 203:**

6 All of the statements in the PRESS RELEASE were true.

7 **RESPONSE TO REQUEST NO. 203:**

8 Denied.

9 DATED this 12th day of October, 2010.

10 **LAW OFFICE OF LISA RASMUSSEN, PC**

11 */s/ Lisa A. Rasmussen*

12 BY: _____

Lisa A. Rasmussen, Esq.

13 Attorneys for Defendants Joshua Christenson
14 and Software Surplus, Inc.

15
16 **ROBERT L. LANGFORD & ASSOCIATES**

17 */s/ Robert L. Langford*

18 BY: _____

Robert L. Langford, Esq.

19 Attorneys for Defendants Joshua Christenson
20 and Software Surplus, Inc.
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of October, 2010, I served a copy of the foregoing:

**DEFENDANT JOSHUA CHRISTENSON'S RESPONSES TO ADOBE'S FIRST SET
OF REQUESTS FOR ADMISSION TO DEFENDANT CHRISTENSON**

via CM/ECF, as authorized by local rule, and by first class mail, upon the following persons:

J. Andrew Coombs, Esq.
Annie S. Wang, Esq.

/s/ Lisa A. Rasmussen

Lisa A. Rasmussen, Esq.

EXHIBIT F

Annie Wang

From: Lisa Rasmussen [Lisa@lasmussenlaw.com]
Sent: Tuesday, October 19, 2010 5:25 PM
To: Annie Wang
Cc: Andy Coombs; 'Jim Boyle'
Subject: RE: Adobe v. Christenson - Discovery and Deposition

I will get the information for you and respond right away. I'm not sure what all of the documents are.

Late December will work well for me. I will get you dates for that as well.

Lisa

From: Annie Wang [mailto:Annie@coombspc.com]
Sent: Tuesday, October 19, 2010 5:05 PM
To: Lisa Rasmussen
Cc: Andy Coombs; Jim Boyle
Subject: Adobe v. Christenson - Discovery and Deposition

Hi Lisa,

Aside from the fact I think we will have to do a motion to compel here, in regards to the "44,000 pages" of documents you reference in the discovery responses, I believe I have asked this before, but can you give me a general description of what those documents are? For example, are the documents printed out pages of excel spreadsheets that did not fit on one page? Are the documents invoices? Are the documents print outs of the website? Please advise. Please also let me know when you are available to do a meet and confer. I am available tomorrow afternoon, Thursday and Friday generally.

Also, can you please provide some possible dates that work for you and your client for deposition? I think we would be looking for a date either in December or early January. If you could provide some options that would be helpful.

Thanks,
Annie

Annie S. Wang

Law Offices of J. Andrew Coombs, A P.C.

517 East Wilson Avenue, Suite 202

Glendale, California 91206

Telephone: (818) 500-3200

Facsimile: (818) 500-3201

Email: annie@coombspc.com

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EXHIBIT G

Annie Wang

From: Annie Wang
Sent: Thursday, October 21, 2010 2:55 PM
To: 'Lisa Rasmussen'
Cc: Andy Coombs; 'Jim Boyle'
Subject: RE: Adobe v. Christenson - Discovery and Deposition

Hi Lisa,

I didn't hear from you on this. Please advise.

Are you free tomorrow morning for a meet and confer re discovery?

Thanks,
Annie

From: Lisa Rasmussen [mailto:Lisa@lasmussenlaw.com]
Sent: Tuesday, October 19, 2010 5:25 PM
To: Annie Wang
Cc: Andy Coombs; 'Jim Boyle'
Subject: RE: Adobe v. Christenson - Discovery and Deposition

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Cc: Andy Coombs; Jim Boyle
Subject: Adobe v. Christenson - Discovery and Deposition

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Annie

Annie S. Wang

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Email: annie@coombsp.com

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EXHIBIT H

Annie Wang

From: Annie Wang
Sent: Monday, November 01, 2010 4:50 PM
To: 'Lisa Rasmussen'
Cc: Andy Coombs; 'Jim Boyle'; alexander.loglia@gmail.com
Subject: RE: Adobe v. Christenson - Discovery and Deposition

I'll call you at 10 am. If this is not good for you for any reason, just let me know and we can reschedule.

Thanks,
Annie

From: Lisa Rasmussen [mailto:Lisa@lrasmussenlaw.com]
Sent: Monday, November 01, 2010 5:03 PM
To: Annie Wang
Cc: Andy Coombs; 'Jim Boyle'; alexander.loglia@gmail.com
Subject: RE: Adobe v. Christenson - Discovery and Deposition

Hi Annie,

I am available Wednesday, anytime EXCEPT:
11:45 to 1:15 or 3-4 pm

Lisa

From: Annie Wang [mailto:Annie@coombsp.com]
Sent: Monday, November 01, 2010 4:06 PM
To: Lisa Rasmussen
Cc: Andy Coombs; Jim Boyle; alexander.loglia@gmail.com
Subject: RE: Adobe v. Christenson - Discovery and Deposition

Lisa,

I did not hear from you on the below. Please advise re Defendants' proposed document production.

Also, are you available for a meet and confer tomorrow or Wednesday re Defendants' discovery responses? We need to move forward with a motion to compel if we are unable to agree on supplemental responses.

Thanks,
Annie

From: Annie Wang
Sent: Thursday, October 21, 2010 2:55 PM
To: 'Lisa Rasmussen'
Cc: Andy Coombs; 'Jim Boyle'
Subject: RE: Adobe v. Christenson - Discovery and Deposition

Hi Lisa,

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Are you free tomorrow morning for a meet and confer re discovery?

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Cc: Andy Coombs; 'Jim Boyle'
Subject: RE: Adobe v. Christenson - Discovery and Deposition

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Subject: Adobe v. Christenson - Discovery and Deposition

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Also, can you please provide some possible dates that work for you and your client for deposition? I think we would be looking for a date either in December or early January. If you could provide some options that would be helpful.

Thanks,
Annie

Annie S. Wang

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Facsimile: (818) 500-3201

Email: annie@coombspc.com

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EXHIBIT I

LAW OFFICES
J. ANDREW COOMBS
A PROFESSIONAL CORPORATION
517 EAST WILSON AVENUE, SUITE 202
GLENDALE, CALIFORNIA 91206-5902
TELEPHONE (818) 500-3200
FACSIMILE (818) 500-3201

November 4, 2010

Via First Class Mail
and eMail

Lisa@lrasmussenlaw.com

Lisa A. Rasmussen
Law Office of Lisa Rasmussen
616 South 8th Street
Las Vegas, Nevada 89101

Re: Adobe Systems Incorporated v. Christenson, et al.
Case No.: 2:10-cv-00422-LRH-LRL

Dear Ms. Rasmussen:

This letter is to briefly summarize the understandings and agreements reached by counsel as to Defendants' discovery responses following the Parties' pre-filing telephonic conference of November 3, 2010.

The Parties have agreed to confer again on Friday, November 5, 2010, at 4:00 p.m., as to the substance and format of Defendants' document production. It is the Parties' understanding that certain accounting records may be obtainable in an electronic spreadsheet format, thereby reducing the number of pages at issue and drastically reducing the costs for production of all involved. Defendants are in the process of conferring with Google re the production of accounting records. Plaintiff previously expressed its desire to obtain the document production in an electronic format if possible. Defendants have agreed to cover the costs of this production if reasonable.

The Parties have agreed that for purposes of responding to discovery, the default time frame applicable will be October 30, 2006, to the present. Plaintiff will again review the need to amend the complaint to add dates. Defendants will supplement their responses based on this understanding.

The Parties have agreed that "DISPUTED PRODUCT" and "Adobe product" means and refers to any product that is labeled with an "ADOBE" trademark or under the plain meaning of any product believed to be distributed or licensed by Adobe. Enclosed are a sample of Adobe's

Ms. Lisa Rasmussen
November 4, 2010
Page 2 of 2

trademarks for your reference, with reservation of rights as to all other trademarks and copyrights at issue.

Defendants agreed to review and supplement their responses re "OEM" products.

Defendants agreed to supplement their responses, subject to objections, regarding website printouts of customer reviews, or Requests for Admissions 163-193.

Defendants agreed to produce documents in response to Requests for Production of Documents 8 and 9.

Defendants agreed to make such supplemental responses and document production before November 16th if possible, otherwise before November 30th.

If any of the above is inconsistent with your understanding, please let me know as soon as possible.

Nothing contained herein is a waiver of any right or remedy of Plaintiff, all of which are expressly reserved.

Very truly yours,

J. Andrew Coombs,
A Professional Corporation



By: Annie S. Wang
Counsel for Plaintiff Adobe Systems Incorporated

ASW/bm

Enclosure



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Typed Drawing

Word Mark	ADOBE
Goods and Services	IC 009. US 038. G & S: COMPUTER PROGRAMS. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668884
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 17, 1987
Registration Number	1475793
Registration Date	February 9, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE LEGAL DEPARTMENT SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080131.

Renewal 1ST RENEWAL 20080131
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	ADOBE
Goods and Services	IC 016. US 038. G & S: MANUALS FOR COMPUTER SOFTWARE. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668891
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 9, 1988
Registration Number	1486895
Registration Date	May 3, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080412.
Renewal	1ST RENEWAL 20080412
Live/Dead Indicator	LIVE

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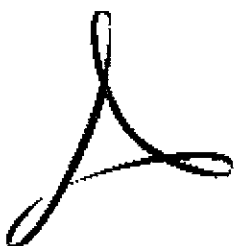
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Word Mark	A
Goods and Services	IC 009. US 038. G & S: computer programs in the field of electronic document storage, manipulation, transfer, and retrieval and manuals for use therewith, sold as a unit. FIRST USE: 19930615. FIRST USE IN COMMERCE: 19930615
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	74321614
Filing Date	October 13, 1992
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	October 5, 1993
Registration Number	1852943
Registration Date	September 6, 1994
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record DANIEL C. POLIAK
Description of Mark The mark consists of a stylized letter "A".
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20040122.
Renewal 1ST RENEWAL 20040122
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	ADOBE
Goods and Services	IC 016. US 002 005 022 023 029 037 038 050. G & S: books and magazines relating to graphic design; books, magazines and manuals relating to the use of computers and computer software; and books and magazines for the computer hardware and software industries. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74644579
Filing Date	March 10, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 21, 1995
Registration Number	1956216
Registration Date	February 13, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 PARK AVENUE SAN JOSE CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Prior Registrations	1475793;1479408;1482233;1486895;1487549;AND OTHERS
Type of Mark	TRADEMARK

Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050531.
Renewal 1ST RENEWAL 20050531
Live/Dead Indicator LIVE

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Word Mark	A
Goods and Services	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	74731002
Filing Date	September 19, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1996
Registration Number	1988710
Registration Date	July 23, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039

(LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER
DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Lynne E. Graybeal
Prior Registrations 1901149
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.
Renewal 1ST RENEWAL 20060917
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Word Mark	A
Goods and Services	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19930615. FIRST USE IN COMMERCE: 19930615
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	74731003
Filing Date	September 19, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1996
Registration Number	1988711
Registration Date	July 23, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039

(LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER
 DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record DANIEL C. POLIAK
Prior Registrations 1852943
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060921.
Renewal 1ST RENEWAL 20060921
Live/Dead Indicator LIVE

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Word Mark	A ADOBE
Goods and Services	IC 009. US 021 026 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multi-media applications, digital movies, video images, audio recordings, animation and still images; computer hardware; namely, computer peripherals, integrated circuits and facsimile machines. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.09.21 - Squares that are completely or partially shaded
Serial Number	74367971
Filing Date	March 15, 1993
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	October 19, 1993
Registration Number	1901149
Registration Date	June 20, 1995
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston

Road P.O. Box 7900 Mountain View CALIFORNIA 940397900

(LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER
DELAWARE LEGAL DEPARTMENT 345 PARK AVENUE SAN JOSE CALIFORNIA 95110

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record DANIEL C. POLIAK
Prior Registrations 1475793;1486895;AND OTHERS
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050506.
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ADOBE

Word Mark ADOBE
Goods and Services IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78538003
Filing Date December 23, 2004
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 20, 2005
Registration

Number 3029061
Registration Date December 13, 2005
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak
Prior Registrations 1475793;1479408;1482233;AND OTHERS
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark A
Goods and Services IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.11.01 - Rectangles as carriers or rectangles as single or multiple line borders
Serial Number 78542134
Filing Date January 4, 2005
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 27, 2005
Registration Number 3032288
Registration December 20, 2005

Date

Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE Legal Department 345 Park Avenue San Jose CALIFORNIA 95110

Attorney of Record Daniel C. Poliak

Prior Registrations 1901149;1988710;2081343

Description of Mark The mark consists of a stylized letter A.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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EXHIBIT J

Annie Wang

From: Annie Wang
Sent: Friday, December 03, 2010 2:14 PM
To: 'Alexander Loglia'
Cc: secretary@lasmussenlaw.com; 'Lisa Rasmussen, Esq.'
Subject: RE: Adobe v. Christenson, Expert Disclosure Deadline

Alex, we would like to avoid any unnecessary motion practice but we have a discovery cutoff approaching and need this information. Please advise.

Thanks,
Annie

From: Alexander Loglia [mailto:alexander.loglia@gmail.com]
Sent: Wednesday, December 01, 2010 9:30 PM
To: Annie Wang
Cc: secretary@lasmussenlaw.com; 'Lisa Rasmussen, Esq.'
Subject: RE: Adobe v. Christenson, Expert Disclosure Deadline

Hi Annie,

I reminded Lisa about your message. I suspect she is very tied up in the trial right now. I will reach out to her tomorrow and see if I can get you some answers.

Thanks for your patience.

Alexander Loglia
Law Office of Lisa Rasmussen, P.C.
616 South 8th Street
Las Vegas, NV 89101
Tel. (702) 471-6565
Fax. (702) 471-6540

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From: Annie Wang [mailto:Annie@coombspc.com]
Sent: Wednesday, December 01, 2010 2:59 PM
To: Alexander Loglia
Cc: secretary@lasmussenlaw.com; Lisa Rasmussen, Esq.
Subject: RE: Adobe v. Christenson, Expert Disclosure Deadline

Alex,

I just wanted to follow up on the attached as well. We were expecting a supplemental production by yesterday but I don't think we received anything. Please let me know if this is in error.

Thanks,
Annie

From: Alexander Loglia [mailto:alexander.loglia@gmail.com]
Sent: Tuesday, November 30, 2010 3:16 PM
To: 'Lisa Rasmussen, Esq.'
Cc: secretary@lrasmussenlaw.com; Annie Wang
Subject: FW: Adobe v. Christenson, Expert Disclosure Deadline

Hi Lisa,

Any suggestions for dates for depositions? See below.

Alexander Loglia
Law Office of Lisa Rasmussen, P.C.
616 South 8th Street
Las Vegas, NV 89101
Tel. (702) 471-6565
Fax. (702) 471-6540

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Hi Alex, any updates re dates? I'd like to send some new notices out.

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The proposed dates re expert disclosures are fine. Would you please draft the stipulation?

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From: Lisa Rasmussen [mailto:lisa@lrasmussenlaw.com]
Sent: Monday, November 29, 2010 12:57 PM
To: Annie Wang; alexander.loglia@gmail.com
Cc: Andy Coombs
Subject: Re: Adobe v. Christenson, Expert Disclosure Deadline

Yes, I agree.

Lisa

Sent via DROID on Verizon Wireless

-----Original message-----

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To: Alexander Loglia <alexander.loglia@gmail.com>
Cc: Lisa Rasmussen <lisa@lrasmussenlaw.com>, Andy Coombs <Andy@coombspc.com>
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Hi Annie,

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Attachments: 2010_11_04 Rasmussen (Discovery follow up).pdf

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Annie Wang

From: Annie Wang
Sent: Friday, November 12, 2010 10:19 AM
To: 'Lisa Rasmussen'
Cc: Andy Coombs; alexander.loglia@gmail.com
Subject: Adobe v. Christenson

Hi Lisa,

It occurred to me that we didn't talk specifically about banking records, but are you also producing bank statements and transaction details (if they exist) for the accounts that accepted money from software sales? I believe they would be relevant to not only Adobe's underlying infringement claims, but also to Defendants' counterclaims and in particular his claims of lost sales and his assessment of damages. Please advise when you get a moment.

Thanks,
Annie

Annie S. Wang

Law Offices of J. Andrew Coombs, A P.C.

517 East Wilson Avenue, Suite 202

Glendale, California 91206

Telephone: (818) 500-3200

Facsimile: (818) 500-3201

Email: annie@coombsp.com

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I certify that on the 20th of December, 2010, I caused the document entitled MOTION TO COMPEL DEFENDANTS' SUPPLEMENTAL DISCOVERY RESPONSES AND PRODUCTION OF DOCUMENTS; AFFIDAVIT AND CERTIFICATION AND EXHIBITS IN SUPPORT to be served as follows:

Attorneys of Record	Party Represented	Method of Service
Lisa A. Rasmussen <i>lisa@lrasmussenlaw.com</i> Law Office of Lisa Rasmussen 616 South 8 th Street Las Vegas, Nevada 89101	Defendants, Counter Plaintiffs, and Third Party Plaintiffs Joshua Christenson, an individual and d/b/a <i>www.softwaresurplus.com</i> ; Software Surplus Inc.	<input type="checkbox"/> Personal Service <input checked="" type="checkbox"/> Email/E-File <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service
Robert L. Langford, Esq. Robert L. Langford & Associates 616 South 8 th Street Las Vegas, NV 89101	Defendants, Counter Plaintiffs, and Third Party Plaintiffs Joshua Christenson, an individual and d/b/a <i>www.softwaresurplus.com</i> ; Software Surplus Inc.	<input type="checkbox"/> Personal Service <input checked="" type="checkbox"/> Email/E-File <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service

DATED this 20th day of December, 2010.

/s/ Annie S. Wang

Annie S. Wang